

## **Buckeye Broadband Television Terms of Service Agreement**

This is an agreement (“Agreement”) between you as our Subscriber and Buckeye Broadband (“Buckeye” or “we”), and it sets forth the terms and conditions under which Buckeye provides cable television service to you.

### **1. Length of Agreement; Acceptance of Agreement; Agreement Terms Generally Included.**

The length of this Agreement (the "Term") will be month-to-month unless a specific longer Term has been agreed to under a Residential Service Agreement (“RSA”). The Term begins when you accept this Agreement and ends when you or Buckeye terminate this Agreement as permitted herein.

Acceptance by you of this Agreement occurs upon the earlier of: (a) your acceptance of this Agreement electronically, (b) your use of the Service, or (c) when you sign the Buckeye Service order acknowledging that your service is being provided subject to this Agreement. If you change Service plans, your Term and monthly rate may change depending on the plan you select) but all other provisions of this Agreement will remain in effect unless otherwise specifically noted.

This Agreement consists of the terms below plus: (a) the specific elements of your Service (including the product’s pricing as described in the information made available to you when placing and confirming your order); (b) Buckeye’s Privacy Policy; (c) Buckeye’s Billing Disputes Policy; (d) Buckeye’s Notification Regarding CPNI Policy; (e) Buckeye’s Terms and Conditions for Credit Card Payments and Electronic Communications; and (f) any other Buckeye policies referred to in this Agreement, all of which are incorporated herein by reference. A current version of this Agreement and related policies are posted online at [www.buckeyebroadband.com](http://www.buckeyebroadband.com). You can also receive a paper copy of this Agreement and the related policies by writing to Buckeye Cablevision, Inc., 2700 Oregon Road, Northwood, Ohio 43619, Attention: Customer Service.

### **2. Definitions.**

- a. “Buckeye Website(s)” or “Website” means the sites located at [www.buckeyebroadband.com](http://www.buckeyebroadband.com) and [www.buckeyebroadband.net](http://www.buckeyebroadband.net), which are comprised of various web pages, links to web pages, tools, information, software, content, and features operated by Buckeye, as well as any other websites owned or maintained by Buckeye.
- b. “Bundled Service(s)” means a combination or “bundle” of a Cable Television Service with one or more other eligible Buckeye services, including but not limited to Buckeye High Speed Internet Service and Buckeye Home Phone service.
- c. “Content” means content provided by Buckeye or its third party licensors or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format.

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- d. “Dispute(s)” means any dispute, claim, or controversy between you and Buckeye regarding any aspect of your relationship with Buckeye, including those based on events that occurred prior to the date of this Agreement.
- e. “Equipment” means any equipment provided by Buckeye for use with the Service, including without limitation HD DTA unit, digital television adaptor, analog converter, digital converter, Whole Home Gateway, HD converter, DVR converter, Whole Home Media Player, Data Modems, EMTAs, and remote controls.
- f. “Premises” means the location where Service is provided, which may include without limitation single family, duplex, multi-family, and small commercial locations.
- g. “Programming” means content provided by Buckeye or its third- party licensors, providers or suppliers and provided as part of and included with the Service, including without limitation images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered.
- h. “Service” means all Buckeye Cable Television Service and other products and services provided by Buckeye under the pricing plan applicable to your Service. The Service does not include Buckeye High Speed Internet Service or Buckeye Home Phone service.

### **3. Revisions to This Agreement**

From time to time Buckeye will revise this Agreement and the policies relating to the Service including to the provisions that govern the way that you and Buckeye resolve disputes. Notice of such revisions shall be deemed given: (a) when mailed via the US mail or hand-delivered to your address on file with us; (b) when delivered by bill message or bill insert; (c) seven (7) days after being posted on the Buckeye Website; (d) by publication in a newspaper of general circulation in your area; or (e) when provided in any manner reasonably calculated to provide the information to you. You agree to notify Buckeye immediately of any changes in your contact information, including without changes to email address, mailing address, and contact telephone number.

Buckeye will provide you with at least thirty (30) days’ notice prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Section 7); or the complete removal of any channel from Buckeye’s video service, unless Buckeye is forced to remove the channel because of circumstances beyond its reasonable control. Except as provided herein, revisions to any other terms and conditions are effective upon notice as provided herein. If any such change is unacceptable to you, you may terminate your Service as provided in Section 8, below. Your continued use of the Service after notice demonstrates your acceptance of and agreement to such revision.

#### **4. Authorized User, Account Use, and Responsibilities**

- a. You acknowledge that you are eighteen (18) years of age or older; that you have the legal authority to enter into this Agreement; and that you are legally authorized to allow Buckeye to enter the property where Service will be provided, to place cable transmission lines, to give Buckeye an easement on that property, and to take all actions to install equipment reasonably necessary for delivery of Services, including without limit to place an above ground pedestal in an easement and to attach equipment to the structure.
- b. You agree to use the Service only for your private use and viewing enjoyment. The Service is a consumer grade service; is not designed for commercial purpose; and shall not be used for any commercial purpose unless you have specifically subscribed to and agreed to pay for it as a commercial service. Unless authorized by Buckeye in writing, the Programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast or transmit the Programming or charge admission for its viewing. You may not take any actions to alter or avoid any security or access controls or restrictions associated with the Service or Equipment.
- c. You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, and to pay for all activity associated with your account, whether or not authorized by you. You agree not to use the Service, directly or indirectly, for any unlawful purpose, including without limitation violation of the copyright laws through the use, production, copying, rebroadcast or redistribution of any Programming distributed as part of the Service or recorded utilizing equipment containing digital video recording devices. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service. In the event that the Service is used for an unlawful purpose, you will be held liable for such use, and Buckeye or any Programming provider may pursue civil and/or criminal legal actions against you and other responsible parties under applicable federal, state and local laws. As described in more detail in Section 12 below, you agree to indemnify us in the event of any such violation by you or anyone using the Service at the Premises.
- d. You understand and agree that not all Programming may be suitable for all viewers, and users of the Service may have access to Programming that may be sexually explicit, obscene, violent, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate to limit viewing and access to potentially objectionable material, and you agree to supervise usage of the Service at your Premises. **YOU AGREE THAT BUCKEYE IS NOT RESPONSIBLE TO YOU OR ANYONE ELSE FOR ANY CONTENT OR PROGRAMMING THAT MAY BE DEEMED OBJECTIONABLE FOR**

ANY REASON. YOU SPECIFICALLY AND TO THE FULLEST POSSIBLE EXTENT WAIVE ANY CLAIMS AGAINST THE BUCKEYE PARTIES (AS DEFINED BELOW) RELATING TO OR ARISING FROM SUCH CONTENT OR PROGRAMMING. IN ADDITION, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE.

- e. You agree that Buckeye assumes no responsibility for the accuracy, integrity, quality completeness, usefulness, or value of any Content.

## **5. Privacy Policy; Legal Compliance**

Personal information you provide to Buckeye is governed by our Privacy Policy, which is posted on the Buckeye Website and is subject to change from time to time. Buckeye reserves the right to provide account and user information to third parties as required or permitted by law (such as in response to a subpoena or court order), and you agree and understand that Buckeye will cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Buckeye network consistent with applicable law.

## **6. Availability of and Changes to Service**

- a. Subject to applicable law and the terms and provisions of this Agreement, Buckeye reserves the right to change, rearrange, add, delete or otherwise modify the Service at any time, with or without prior notice to you, including without limitation changing, rearranging or otherwise modifying Buckeye's Programming packages, the selections available in those packages, the Equipment, and any other features, products and services that it offers. Buckeye makes no warranty or assurance that it will have the ongoing right to retransmit signals from network or other broadcasters and interruptions or terminations of programming may occur for that and other reasons.
- b. Buckeye will make all commercially reasonable efforts to provide Subscribers with the Programming to which they subscribe. However, you agree and understand that the Service and the Programming may be interrupted from time to time for a variety of reasons. Buckeye does not represent, warrant, or guarantee that the Service, the Programming or the Equipment will be available or perform in a manner that meets your needs.
- c. If you have Service problems:
  - i. Buckeye will attempt to correct service problems caused by our Equipment or Software but it is not required to install, service, or replace other equipment or software. Buckeye may charge you for service calls. Please contact Buckeye for more information and details on service calls.

- ii. Buckeye has no liability for Service interruptions and no compensation will be paid to you in the event of a Service interruption; except that upon request it will credit you for an outage if you lose all the Service (a) for more than 24 consecutive hours if the cause of the outage was outside our reasonable control, or (b) for more than 4 consecutive hours if the cause is within our reasonable control. All credit requests must be made within 30 days of your next bill following the outage or Service issue. Examples of problems beyond our reasonable control include without limitation those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses, or labor disputes.
- iii. Local law may impose other outage credit requirements with respect to some or all of the Services. If this is the case in your area, Buckeye will follow the local law.
- iv. Our Services may not work with equipment, software or services that Buckeye did not provide to you.
- v. Buckeye will restore video service within seventy-two hours after a subscriber reports a service interruption or other problem if the cause was not a natural disaster.

## **7. Pricing, Billing, Changes to Service Plans and Payment**

- a. You agree to pay the fees applicable to your Service or Bundled Service on a monthly basis, including without limit: (1) applicable taxes, (2) surcharges, (3) recovery fees, (4) other government imposed fees, (5) activation fees, (6) installation fees, (7) set-up fees, (8) equipment charges, and (9) all other recurring and nonrecurring charges associated with the Service plan you have selected. Taxes, fees, surcharges and other charges may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law, but are set by Buckeye and may change. You also agree to pay any additional charges or fees applied to your account pursuant to the terms of your Service, including interest and charges due to insufficient credit or insufficient funds and late payment.
- b. Any prepayment made at the time of installation is not a deposit unless clearly labeled as such, but is a prepayment of the first billing(s) for Service. If Service is terminated before the prepayment is fully applied, the balance will be returned to you.
- c. Premium channels or other Service changes may be added or dropped by contacting Buckeye; your bill will be adjusted accordingly. Consistent with its overall credit policies, Buckeye may in its sole and unlimited discretion deny a request to add additional services.

- d. Failure to pay all charges when due may result in suspension or termination of your Service. In addition, Buckeye may charge you a late fee on the unpaid balances. If your Service is terminated, a reconnection charge may apply. If Buckeye uses a collection agency or legal action to recover due amounts, you must reimburse all expenses incurred by Buckeye in recovering such monies, including without limitation legal fees. If Buckeye refers your account(s) to a third party for collection, Buckeye will charge a collection fee at the maximum percentage permitted by applicable law, not to exceed 18 percent, to cover collection-related costs.
- e. Buckeye reserves in its sole discretion to the right to limit or exclude customers from sales promotions. Eligibility for promotional offers is in all cases contingent upon payment of all outstanding Buckeye charges and compliance with all other Buckeye rules, regulations and policies.
- f. Buckeye may evaluate your credit history before providing or modifying your Service. To establish an account with Buckeye and/or obtain or modify Service, it may be necessary to obtain a report from a consumer credit agency or exchange information with affiliates in connection with determining your creditworthiness, and you consent to all actions by Buckeye necessary to do so. If you fail to pay your bill, Buckeye may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.
- g. You agree to promptly to notify Buckeye when your personal or billing information changes.
- h. Buckeye reserves the right, in our sole discretion, to refuse to provide the Service to you, with or without a reason and at any time, consistent with law.
- i. Buckeye will not establish a due date earlier than fourteen days after your bill is issued, and it will not disconnect all or part of your video service for failure to pay any amount of your bill until the amount is at least fourteen days past due.
- j. Buckeye makes every effort to bill its subscribers correctly, but it recognizes that billing errors do occur. You 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. To dispute charges, use the following procedure:
  - i. Write to Buckeye. The correspondence must be received within 60 days after the billing date on which the disputed charge was billed. The letter should be sent to: Buckeye Cablevision, Inc., Billing Inquires, 2700 Oregon Road, Northwood, Ohio, for our customers in the Toledo Metropolitan area; and Erie County Cablevision, Inc. Billing Inquires, P.O. Box 5800, Sandusky, Ohio 44870, for our customers in the Sandusky area. Please include

your name, account number, date, amount of the disputed charge, and an explanation of why the charge is disputed. **DO NOT PUT YOUR DISPUTE LETTER IN THE SAME ENVELOPE AS A PAYMENT.**

- ii. Buckeye will acknowledge the letter in writing within 30 days after it is received, unless the problem has been resolved within that time.
- iii. Buckeye will conduct a reasonable investigation, and within 90 days of receipt of your notice it will either explain why the bill is correct or correct the error. If the bill is correct, Buckeye will include documentation showing that the charge was correct.
- iv. You can withhold payment for the disputed charges, but you must pay the undisputed charges. Buckeye will not disconnect Service as long as undisputed charges are kept current and Buckeye has not reached a final decision regarding the disputed charges. If Buckeye reaches a final decision that the disputed charges have been properly billed, you must pay those charges in order to continue to receive Service. If you continue to dispute the charges, you might wish to seek legal advice or contact a consumer protection agency.
- v. In the event a customer with a good faith dispute about the amount that is due sends a payment intended to discharge the amount claimed due for less than what Buckeye's invoice states is due, such payment must be mailed to the following person at the following address: ATTN: President, Buckeye Broadband, 2700 Oregon Road, Northwood, Ohio 43619. Payments made at any other locations or directed to any other individual will not be considered for compromise of the account.

## **8. Termination or Suspension of Service**

- a. Buckeye may terminate this Agreement at any time, by giving notice to you. You may terminate this Agreement based on the provisions of the Agreement you accepted, by giving notice to Buckeye. Termination will be effective upon your appropriate notice to Buckeye or Buckeye's notice to you.
- b. Buckeye will give you at least ten days' advance, written notice of a disconnection of all or part of your Service unless any of the following apply:
  - i. Disconnection has been requested by the subscriber;
  - ii. Disconnection is necessary to prevent theft of video service;
  - iii. Disconnection is necessary to prevent the use of video service through fraud; or
  - iv. Disconnection is necessary to reduce or prevent signal leakage as described in 47 C.F.R. 76.611.

- c. Except as otherwise stated herein, Buckeye reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if Buckeye elects to change the Service or a part thereof or if you violate the terms of this Agreement.
- d. Upon termination of Service or this Agreement by either you or Buckeye, any fees paid at the initiation of Service for installation, activation, or setup are not refundable.
- e. Upon termination of this Agreement or upon demand by Buckeye, you must either (1) return all Buckeye Equipment to a Buckeye customer service location within thirty days, or (2) notify Buckeye and permit Buckeye to pick up the Equipment. Buckeye's failure to pick up Equipment after termination shall not be considered abandonment, and you remain obligated to return the Equipment to Buckeye upon request. If you fail to return any Equipment for any reason (including theft or destruction), you must pay Buckeye the following amount(s) as liquidated damages for each piece of Equipment not returned: \$10 for each analog converter; \$500 for each digital converter; \$650.00 for each whole home gateway, HD or DVR converters; \$50 for each HD DTA unit; \$10 for each Buckeye remote control; and \$150 for each Whole Home Media Player.

These charges may change from time to time at Buckeye's sole discretion and upon notice to you as set forth in Section 3. You agree that the amount of liquidated damages is reasonable and established because it would be difficult to determine the actual damages.

**9. Your Responsibilities Regarding the Installation or Repair of your Services**

- a. You must be present during installation of any Service at the Premises.
- b. You must provide Buckeye and its authorized representatives with reasonable access to the Premises to install, inspect, repair, maintain, or remove Buckeye's equipment.
- c. Buckeye is not responsible in any way for damage to property that may result from the installation, use, maintenance, or removal of the Service, except for instances of Buckeye's gross negligence; provided, however, that in no event will Buckeye's liability under this Agreement exceed the lesser of the amount paid under this Agreement during the past 12 months, or \$2,500.00.

**10. HD DTA Equipment**

To receive any channels other than CATV Basic service, Buckeye customers must use an HD DTA (High Definition Digital Transport Adapter) unit or another Digital Converter.



Buckeye provides one (1) complimentary DTA as part of any subscription level of service above CATV basic.

In addition, effective January 20, 2016, Buckeye's CATV Basic signal was encrypted. Customers who were receiving CATV Basic without equipment supplied by Buckeye lost the ability to view any channels on that TV but were entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices, and for how long they would be provided without additional charge, vary depending on the situation. Please contact Buckeye for more details regarding the DTA requirement.

## **11. Ownership and Use of Buckeye Equipment**

- a. You acknowledge and agree that at all times ownership of the Equipment remains with Buckeye and you are authorized to use the Equipment only in connection with your receipt and use of Buckeye Services, and that except as otherwise stated herein this authorization is subject to revocation by Buckeye in its sole discretion.
- b. All repairs and modifications of interior wiring must be made in accordance with appropriate technical standards. You must provide Buckeye representatives reasonable access to the Premises to inspect and maintain the wiring and equipment. You must not disturb, abuse, tamper with, or in any way interfere with any components. You must not attach any electric, electronic, or other device that permits or assists in obtaining services in violation of the Agreement. You are responsible for all cost incurred by Buckeye caused by your violation of the terms of this Agreement.
- c. Buckeye may, at its sole option, supply new or reconditioned Equipment to you. It will repair and maintain the Equipment it owns, unless such repair or maintenance is made necessary due to the misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that the Equipment will not be serviced by anyone other than Buckeye, its employees, or its designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment, software or firmware provided by Buckeye in connection with the Service. Except as set forth above, upon termination of the Service, or if the occupancy or ownership of the Premises changes, you are responsible for returning the Equipment to Buckeye in an undamaged condition, subject only to reasonable wear and tear. Failure to return any Equipment owned to Buckeye within 30 days of request, or returning Equipment in a damaged condition, will result in the imposition of the liquidated damages charges set forth in paragraph 8 above.
- d. You agree not to move or permit to be moved any Buckeye equipment or property without Buckeye's knowledge and advance approval. If you

request Buckeye to move any Equipment from its original installed location, a service charge may be applied based on Buckeye's published rates for such services.

- e. Buckeye does not support equipment that it does not provide. Service charges may apply if the service interruption is caused by a malfunction you caused or that originates in equipment not provided or owned by Buckeye. You understand agree and authorize Buckeye to take all actions necessary periodically to update the firmware contained in the Equipment. You agree to permit Buckeye to provide these automatic updates as needed, and to the fullest extent possible you release Buckeye from any liability for damages caused by such updates. You may provide your own receiver; however, any such receiver must operate on Buckeye's system and be brought to a Buckeye service center for proper configuration.
- f. You must not attach any device that permits access to Service(s) or Service levels that conflict with this Agreement or the Service plan for which you pay. 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 this Agreement. Any attempt to modify the Equipment or Service in any manner (including without limit to increase or alter the speeds at which your cable modem operates), to circumvent controls on any aspect of the Service, or otherwise to receive Programming, data, or other content for which you have not paid, is prohibited. Such activity may cause degradation in the Service for other Buckeye customers, may harm to Buckeye's network infrastructure, and may constitute a crime. Buckeye reserves the right to seek appropriate civil and criminal remedies based on such activities or any other violation of this Agreement or the terms of Service.
- g. The following are and remain the property of Buckeye unless specifically abandoned according to law: (1) all Equipment installed by Buckeye; and (2) the cable and other non-electrical equipment installed on the Premises between the pole, pedestal, and ground block.
- h. The cable and other non-electrical equipment installed between the ground block and the television receiver is treated in accordance with The Cable Television Consumer Protection and Competition Act of 1992, or such federal law that supersedes that law. If no federal law exists on this topic, the cable and other non-electrical equipment installed between the ground block and television receiver becomes a fixture on the property and will remain there upon termination of Service unless you request removal, for which you must pay a reasonable removal charge.
- i. You agree to reimburse Buckeye for any damage to or impairment of the Equipment, Buckeye's network, or Buckeye's business, caused by you or by persons using your Service. Violations of the law will be referred to the appropriate authorities.

## **12. Warranties and Limitations of Liability**

- a. As set forth in Section 6, above, you acknowledge and accept that it is expected that the Service and Programming may be interrupted from time to time for a variety of reasons. Buckeye does not represent, warrant, or guarantee that the Service or the Equipment will be available or perform in a manner that meets your needs; and except as specifically described herein, Buckeye is not liable for any inconvenience, loss, liability or damage that may result from any preemption, loss, blackout or interruption of the Service.
- b. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY BUCKEYE (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), BUCKEYE (AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "BUCKEYE PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF EQUIPMENT OR COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. IN ADDITION, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY THE BUCKEYE PARTIES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.
- c. YOU ASSUME ALL RISK, RESPONSIBILITY, AND LIABILITY FOR USE OF THE SERVICE TO ACCESS CONTENT. SUCH CONTENT MAY INCLUDE INFORMATION OR PROGRAMS OF AN UNLAWFUL, INFRINGING, ABUSIVE, PROFANE, VIOLENT OR SEXUALLY OFFENSIVE NATURE. THE BUCKEYE PARTIES 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 THROUGH THE SERVICE.
- d. THE BUCKEYE PARTIES DO NOT WARRANT THAT THE SERVICE

OR EQUIPMENT PROVIDED BY BUCKEYE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. THE BUCKEYE PARTIES SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

**13. EXCEPT FOR THE SERVICE INTERRUPTION CREDIT DESCRIBED IN SECTION 6, ABOVE, AND THE INSTALLATION DAMAGES PROVISIONS DESCRIBED IN SECTION 9, ABOVE, BUCKEYE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON BREACHES OF THIS AGREEMENT OR YOUR RELATIONSHIP WITH US, REGARDLESS OF THE BASIS OF ANY CLAIM. IN NO EVENT SHALL THE BUCKEYE PARTIES BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DAMAGE TO EQUIPMENT OR SURROUNDINGS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, BUSINESS INTERRUPTION, LOST PROFITS, OR LOSS OF REVENUE, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE OR STRICT LIABILITY, EVEN IF BUCKEYE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.**

**14. Indemnification**

You agree to defend, indemnify, and hold harmless the Buckeye Parties from and against all liabilities, costs, and expenses, including reasonable attorneys' fees and experts' fees, related to or arising from both your representations in Section 4 above, and your use of the Service (or the use of your Service by anyone else).

**15. General Provisions**

- a. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation those relating to Limitation of Liability and Indemnification, shall survive such termination.
- b. You may not assign or otherwise transfer this Agreement or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. Buckeye may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

- c. This Agreement is governed by, and construed in accordance with, the laws of the State of Ohio. The sole proper venue, if any, for legal action brought under this Agreement or any claim arising directly or indirectly out of this agreement is the state or federal courts located in Lucas County, Ohio, and the parties expressly consent to exercise of personal jurisdiction in those courts and waive any defense as to inconvenient or inappropriate venue or forum.
- d. Buckeye's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms now or in the future. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- e. This Agreement, including all Policies referred to herein and posted on the Website, constitutes the entire agreement between you and Buckeye with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized representative of Buckeye.

**16. Notices**

- a. Notice by Buckeye to you (including notice of revisions to this Agreement under Section 3, above, shall be deemed given when: (a) mailed via the US mail or hand-delivered to your address on file with us; (b) delivered by bill message or bill insert; or (c) seven (7) days after being published in a newspaper of general circulation in your area or posted on the Buckeye Website.
- b. Notice by you to Buckeye will be deemed given when received by Buckeye via the US mail or hand-delivered to Buckeye at Buckeye Cablevision, Inc., 5566 Southwyck Blvd., Toledo, Ohio 43614, Attention: Customer Service.

**17. Dispute Resolution; Arbitration; Class Action Waiver**

YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT ITS JURY TRIAL WAIVER) WITHIN 30 DAYS OF THE DATE YOUR BUCKEYE SERVICE BEGINS, IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION BELOW. OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH BUCKEYE THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

- a. You and Buckeye agree to arbitrate rather than litigate in court and any and all claims or disputes (including as against any parents, subsidiaries, affiliates, officers, directors, employees, or agents of

Buckeye) that arise out of or in any way relate to: (1) this Agreement; (2) Services that Buckeye provides to you in connection with this Agreement; (3) Equipment or Software that Buckeye makes available to you; (4) bills that Buckeye sends to you or amounts that Buckeye charges you for services or goods provided under this Agreement; and (5) any services or goods that Buckeye or any of its affiliated entities provide to you under any other agreement; provided, however, that in no event shall this provision prevent you from filing or joining a complaint with the Federal Communications Commission or any state public service commission or public utility commission that has jurisdiction to hear such complaint, or any federal, state, or local government agency that is authorized by law to seek relief against Buckeye on your behalf. The arbitration between you and Buckeye will be binding and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof.

- b. In arbitration, there is no judge and no jury, and review of arbitration decisions in the courts is very limited. Instead, disputes are resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and Buckeye agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but such injunctive or declaratory relief may not extend beyond you and your individual dealings with Buckeye. Discovery may be limited in arbitration, and procedures are more streamlined than in court.

Notwithstanding this arbitration agreement, you and Buckeye may bring appropriate claims against each other in small claims court if the claims fall within the small claims court's jurisdiction; or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear your claims.

- c. **Class Action Waiver:** You and Buckeye agree that all claims or disputes between you and Buckeye will be arbitrated individually, and that there will be no class, representative, or consolidated actions in any forum. If you or Buckeye brings a claim in small claims court, the class action waiver will apply, and no claim may be brought or defended on a class or representative basis. Furthermore, neither you nor Buckeye may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if directly asserted by you or Buckeye. Notwithstanding the foregoing, this arbitration agreement shall not prohibit you or Buckeye from participating in any judgment or settlement in litigation brought by a federal, state, or local government on behalf of you or us, excluding litigation brought by any relator or party in its capacity as a private attorney general. Both parties agree

that the class action waiver is an essential part of this arbitration agreement, and that if the class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section will not apply to any claim or dispute, except for the provisions of this Section waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

- d. **Informal Dispute Resolution:** You and Buckeye agree that before arbitration may be pursued the parties will try to resolve disputes informally. If the dispute cannot be resolved by telephone, you agree to notify Buckeye of the dispute by sending a written description of your claim to Buckeye Cablevision, Inc., 2700 Oregon Road, Northwood, Ohio 43619, Attention: Customer Service. Arbitration may be pursued only if Buckeye does not satisfactorily resolve your claim within 30 calendar days of receiving this written notice, and neither you nor Buckeye may initiate arbitration without first providing the other notice of the claim and following the informal dispute resolution procedure provided in this paragraph.
- e. **Arbitration Procedures:** You and Buckeye agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at [www.adr.org](http://www.adr.org). If the claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must comply with the terms of this arbitration agreement and send a letter requesting arbitration and describing your claims to Buckeye Cablevision, Inc., 2700 Oregon Road, Northwood Ohio, 43619, Attention: Office of the President. You must also comply with the AAA's rules regarding initiation of arbitration. Buckeye will pay all filing fees and costs for commencement arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or applicable law. Buckeye will not seek to recover its fees and costs from you in the arbitration unless your claim has been determined to be frivolous. If you obtain an award from the arbitrator greater than Buckeye's last written settlement offer, Buckeye will pay you \$1,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location. If you seek less than \$10,000, then you may choose to hold the arbitration in person, via phone, or to have it decided based on written submissions.
- f. **Jury Trial Waiver:** If for any reason this arbitration agreement is found to be unenforceable, including without limitation, that the class waiver is found unenforceable, or if you opt out of this dispute resolution

agreement, you and Buckeye expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a judge rather than a jury will decide disputes between you and Buckeye if, for any reason, the arbitration agreement is not enforced.

- g. **Opt Out:** You may opt out of this dispute resolution provision (except for the jury trial waiver above) by notifying Buckeye of that intent within 30 days of the date your Buckeye service begins. You may opt out by sending a letter stating your intent to Buckeye Cablevision, Inc., 2700 Oregon Road, Northwood Ohio 43619, Attention: Office of the President. Please include your name, address, and Buckeye account number on the communication. Exercising this right, should you choose to do so, will not affect any of the other terms of this Agreement or other contracts with Buckeye and you may remain a Buckeye Subscriber. If you opt out of the dispute resolution provision, you will not be required to do so again if Buckeye modifies this Section in the future or you agree to a new term of service. **IF YOU OPT OUT OF THIS DISPUTE RESOLUTION PROVISION, YOU MUST MAKE THAT ELECTION AT THE INITIAL PROVISION OF SERVICE AND YOU MAY NOT OPT OUT LATER UPON CHANGES TO THE SERVICE OR CHANGES TO THIS AGREEMENT.**
- h. **Survival:** This dispute resolution provision survives the termination of your Agreement with Buckeye. If you bring a claim against Buckeye after termination of your Agreement that is based in whole or in part on events or omissions that occurred while you were a Buckeye Subscriber, this dispute resolution provision shall apply.

## **18. Technical Support**

- a. Telephone and on-site support will be provided for the Equipment and Service supplied by Buckeye. Buckeye is not obligated to correct or repair hardware, software, or equipment that it did not supply to you.
- b. You are not authorized to tamper with, attempt to repair, or alter the Equipment or any property of Buckeye. If modification of Equipment requires a visit to the Premises for repair or correction, a charge may apply. You are responsible for all costs incurred by Buckeye arising from a violation of this paragraph by you or by anyone who uses the Service.