

BTC Communications Terms and Services Agreement

Updated 01/02/2018

In addition to these Residential General Terms and Conditions of Service ("General Terms"), You, individually ("You" or "Subscriber"), and You, on behalf of every member of your household, current and future, every visitor to or guest in your household, and any other person who uses the Services (together with Subscriber, the "Subscriber Group"), agree to be bound by the terms of service applicable to the residential BTC Communications service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the BTC Communications Subscriber Privacy Notice which may each be found at www.btccom.net, under "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control. For purposes of these Terms of Service, all references to "BTC Communications" mean Buckland Telephone Company and any of its affiliates or subsidiaries providing Subscriber the Services (including third parties BTC Communications may retain to provide the Services).

If BTC Communications provides BTC Communications Voice™ service in Subscriber's area, it will be provided through the BTC Communications phone service affiliate servicing Subscriber's area.

Subscriber's signature on the work order presented upon installation of Services, the Subscriber Group's use of Services, and/or any other form of signature or action indicating intention to use (e.g., online acceptance, e-signature or breaking the seal on the box of a self-installation kit) are evidence of Subscriber Group's agreement to these General Terms which incorporate the Terms of Service. BTC Communications may change its prices, fees, the Services, and/or the Terms of Service. The Subscriber Group's continued use of the Services after notice of the change shall be considered Subscriber's acknowledgement and acceptance of the changes, and the most-recent version of these Terms of Service controls Subscriber's relationship with BTC Communications and BTC Communications' provision of Services to Subscriber. . The current version of the Terms of Service may be found at "www.btccom.net" under "Terms of Service/Policies." Subscriber may not modify these General Terms, the Service-specific Terms of Service, or the BTC Communications Subscriber Privacy Notice by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document. In the event that a portion of the Services is terminated, or any aspect of it is changed, any remaining Service or replacement Service will continue to be governed by these General Terms and Terms of Service incorporated herein.

These General Terms and the Terms of Service do not apply to services sold under the BTC Communications Business brand.

THESE GENERAL TERMS CONTAIN (1) A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; (2) A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST BTC

COMMUNICATIONS MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED; AND (3) THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS. THESE PROVISIONS AFFECT SUBSCRIBER'S RIGHTS UNDER THESE GENERAL TERMS WITH RESPECT TO ALL SERVICES.

Payment of Charges: Subscriber will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber will be billed monthly in arrears for all Services used including Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber shall pay all monthly charges and all applicable fees and taxes as listed on the BTC Communications monthly bill.

Subscriber shall notify BTC Communications of disputed charges or items within sixty (60) days of invoice receipt, or longer as required by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Equipment (as defined in Section 4 below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (business and/or residential) served by BTC Communications, all BTC Communications-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and BTC Communications may apply any funds received from Subscriber first to such delinquent account(s). Should Subscriber wish to resume a Service after any suspension, Subscriber may be subject to reconnection fees. Should Subscriber wish to resume a Service after termination of Service, BTC Communications may charge fees for installation, service calls and/or activation. These fees are in addition to all past due charges and other fees. In the event collection activities are required, additional collection charges may be imposed.

Charges may apply for service visits when BTC Communications-owned equipment is not the cause of any service degradation, outage, or other problem with your service.

Subscriber's first bill may include partial-month charges for Service received. If partial payment is made of any bill and without waiving its right to collect the full balance owed, BTC Communications will apply that payment to any outstanding charges in the amounts and proportions that it determines.

Subscriber agrees and understands that by entering into the financial arrangement described herein, BTC Communications is not extending Subscriber any credit and therefore that BTC Communications and Subscriber are not entering into a consumer credit or similar transaction.

1. Payment by Check; Non-Sufficient Funds/Returned Items; Third Party Processing. If Subscriber makes payment by check, Subscriber authorizes BTC Communications to collect such payment electronically. Subscriber may not amend or modify these General Terms with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by BTC Communications; any of which notations shall have no legal effect. If Subscriber's card issuer or financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, Subscriber will be charged an insufficient fund charge (as set forth in the applicable Video Service rate card or Voice Service Price Guide for Subscriber's area) for each instance in which such payment is refused. Subscriber hereby authorizes BTC Communications to collect any declined amount and the insufficient funds charge(s) electronically from the subject account. In addition,

Subscriber's Service may be suspended and/or terminated. This fee is in addition to any charges Subscriber's financial institution may assess. If initially rejected, BTC Communications may make additional multiple attempts to execute the payment for up to thirty (30) days following the initial refusal.

Subscriber shall be responsible for any payment processing fees incurred when using a third party to process Subscriber's payments to BTC Communications.

2. BTC Communications Refund Policy/30-Day Guarantee. New Subscribers (those who have not been BTC Communications customers for 90 days prior to subscription) qualify to have all levels of subscription Service refunded/credited if not fully satisfied with the Service. Current Subscribers adding a new level of subscription Service qualify to receive a refund/credit only on those newly added Services not received within the previous 90 days. Such refund is valid for customers who pay for their first month of new or upgraded monthly recurring subscription Services. Pay-Per-View and other non-recurring subscription purchases are not refundable nor are any related installation fees that may apply. Subscriber is limited to one refund or credit per household for a maximum of 30 days of Service. Refunds/credits will be given only when request for cancellation of Service is received by BTC Communications within 45 days of installation of Service (30 days subscribing to the Service, plus 15 day grace period for formal request of refund/credit). Any equipment associated with the new subscription must be returned prior to release of refund/credit. Any state taxes, franchise fees and other fees or charges that may apply are the responsibility of the Subscriber and will not be refunded or credited. Other restrictions per any offer apply.
3. BTC Communications Property: All BTC Communications-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of BTC Communications ("Equipment") remains the property of BTC Communications, except for the "cable home wiring" as defined at 47 C.F.R. §76.5(11). Equipment is intended to service and reside at the specific Service location and is not to be used or relocated off premises without BTC Communications authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with BTC Communications' then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.
4. Disruption of Service: All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall BTC Communications be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond BTC Communications' reasonable control. Subject to applicable law, BTC Communications may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.
5. Equipment: BTC Communications will repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by Subscriber. BTC Communications shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. BTC Communications is not

responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to connected devices, mobile devices, home telephones, computers, modems, televisions, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Equipment due to negligent use or abuse or if no fault is discovered in BTC Communications' system or Equipment. BTC Communications makes no warranties, with respect to Equipment or Service provided by BTC Communications or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT IS PROVIDED "AS IS", AND BTC COMMUNICATIONS HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

BTC COMMUNICATIONS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.

BTC Communications' sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Equipment, shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

6. Subscriber Property: BTC Communications assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software. Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/or software. BTC Communications is not responsible or liable for any loss or impairment of BTC Communications' Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software.

Notwithstanding anything to the contrary, Subscriber agrees to allow BTC Communications and our agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, access configure, maintain, inspect or upgrade Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give BTC Communications access to it.

7. Taxes/Fees: Subscriber agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same (including franchise fees).

With respect to fees and taxes, including franchise fees, imposed by applicable government and regulatory authorities, BTC Communications will review the amount it collects in such fees and taxes on a quarterly and annual basis. In the event BTC Communications determines that it has collected any fees and/or taxes in excess of sums due to governmental and regulatory authorities, BTC Communications will begin refunding such excess fees and taxes to current subscribers within 15 months of the end of each calendar year. Please be aware that, by law in some cases, Subscriber may be billed for taxes and fees that relate to time periods before Subscriber began receiving

Services. However, by law, BTC Communications will not bill Subscriber for these fees more than 4 years after the year they are incurred by BTC Communications. Franchise fees resulting from an audit by the applicable franchising authority are incurred at the time those fees are assessed.

8. Care of BTC Communications Property and Service: Subscriber agrees that neither Subscriber nor any other person (except BTC Communications' authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor (B) remove or relocate any Equipment from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, BTC Communications shall relocate the Equipment for Subscriber within Subscriber's home at a time mutually agreed to by BTC Communications and Subscriber. Subscriber may incur a charge for such relocation and should consult a current BTC Communications schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of BTC Communications' service area, Subscriber shall notify BTC Communications that these General Terms shall be terminated and the provisions of Section 16 shall apply to such termination.
9. Access to Subscriber Premises: Subscriber authorizes BTC Communications and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. BTC Communications' failure to remove its Equipment shall not be deemed abandonment thereof. If the installation and maintenance of Service are requested at premises that, in BTC Communications' sole discretion, are or may become hazardous or dangerous to our employees, the public or property, BTC Communications may refuse to install and maintain such Service.
10. Acknowledgments and Contents Regarding Recording of Communications and Contact Rights:
 - a. Recording of Communications. Subscriber acknowledges and agrees that all communications between Subscriber and BTC Communications may be recorded or monitored by BTC Communications for quality assurance or other purposes subject to applicable law.
 - b. Consent to Phone Calls. BTC Communications may call or text Subscriber or authorize others to call or text Subscriber on its behalf including but not limited to at any number Subscriber provides to BTC Communications (or that BTC Communications issues to Subscriber) for any purpose, including marketing BTC Communications' services. If Subscriber's numbers are included on state or federal "do not call" lists, BTC Communications will not call or text Subscriber for marketing purposes, but still may call or text Subscriber or authorize others to do so for non-marketing purposes. Subscriber is responsible for charges for incoming text messages on Subscriber's wireless phone(s).
 - c. Robo-Calls. BTC Communications (or persons acting on BTC Communications' behalf) may use automated dialing systems or artificial or recorded voices to contact Subscriber or leave Subscriber messages if the call goes to voicemail.

- d. Other Notices. Subscriber authorizes BTC Communications to provide other notices to Subscriber using any method BTC Communications determines appropriate, including by electronic means (for example, email or online posting).
 - e. Other Consents. BTC Communications may ask Subscriber to provide other consents or authorizations, including by electronic means, email or Subscriber's equipment (for instance, using Subscriber's remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study), and BTC Communications is entitled to assume that any consent or authorization BTC Communications receives through the Services or from Subscriber's location has been authorized by Subscriber.
 - f. Email Address for Notice. Upon BTC Communications' request, Subscriber will provide BTC Communications with a current email address that Subscriber regularly checks so that BTC Communications may provide notices and communications to Subscriber at that address.
BTC Communications' right to contact Subscriber as described in this Section survives the termination of these Terms of Service.
11. Subscriber's Right to Opt Out of Certain Robo-Calls. If Subscriber does not wish to receive calls, messages, or texts from BTC Communications via automated dialing systems or pre-recorded messages on Subscriber's cellular phone, Subscriber may visit our websites to manage communication preferences. Subscriber understands that these straightforward procedures are the exclusive ways to opt-out of such calls. Subscriber also agrees to allow BTC Communications sixty (60) business days to honor Subscriber's request, and further agrees that BTC Communications will not be liable for any calls or texts to Subscriber in the interim.
Subscriber understands that BTC Communications will continue to use automated dialing systems or pre-recorded messages on Subscriber's cellular phone or landline to communicate non-marketing billing notifications, service notifications, appointment confirmations, and account status updates.
12. Secure Connection Requirements. Without abrogating or otherwise limiting Subscriber's separate obligations to secure Subscriber's account and equipment under the Terms of Service, BTC Communications shall have the right to implement reasonable measures necessary to track, manage, and/or ensure the security of the connection between any device or application used by Subscriber, members of Subscriber's household, Subscriber's guests, or any third parties and BTC Communications' Equipment, system, or other network facilities (whether by physical, WiFi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.
13. Assignment or Transfer: These General Terms and the Services and/or Equipment supplied by BTC Communications are not assignable or otherwise transferable by Subscriber, without specific written authorization from BTC Communications.
14. Termination and Expiration:
- a. Termination by Subscriber: Unless otherwise terminated, these General Terms shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring Service, Subscribers must call 419-657-2222, or provide a hardcopy written

notice of termination to BTC Communications delivered to 105 S. Main St., Buckland, OH. 45819.

- b. Termination for Bankruptcy: BTC Communications shall have the right to terminate these General Terms immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.
- c. Termination for Breach: In the event of any breach of these General Terms by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of BTC Communications, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Service, these General Terms may, at BTC Communications' option, be terminated and the Equipment removed. Failure of BTC Communications to remove such Equipment shall not be deemed abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to BTC Communications in the event that BTC Communications shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under these General Terms. BTC Communications may terminate these General Terms or BTC Communications may reject an application or block access to or use of any component of any Service for any reason including, but not limited to, if:
 - i. Subscriber violated these General Terms as to this or another BTC Communications account;
 - ii. The information required in the application process is or becomes incorrect, absent or incomplete;
 - iii. Subscriber threatened or harassed any BTC Communications employee, agent, contractor or representative;
 - iv. Subscriber's credit card issuer refuses a charge or any other payment method fails to compensate BTC Communications;
 - v. There is a violation of the Terms of Service or other agreements with respect to any Service, as determined in the sole discretion of BTC Communications; or
 - vi. The amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of BTC Communications. Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), BTC Communications shall have no liability to Subscriber.
- d. Obligations Upon Termination: The Subscriber agrees that upon termination of these General Terms:
 - i. Subject to 13.a, Subscriber will pay BTC Communications in full for Subscriber's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of these General Terms, the date on which the Service has been disconnected, or the date on which the Equipment is returned to BTC Communications. The Subscriber agrees to pay BTC Communications on a pro-rated basis for any use by the Subscriber of any Service for a part of a month;

- ii. Subscriber will promptly return all Equipment to BTC Communications. In the event that Subscriber fails to return any Equipment within ten (10) days of the termination of these General Terms in addition to Equipment charges contemplated in Section 16.d, Subscriber shall be liable to BTC Communications in accordance with BTC Communications' then current schedule of charges for non-returned Equipment.
 - e. Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.
- 15. BTC Communications' Right to Pursue Remedies and Subscriber's Indemnification Obligations. If Subscriber breaches these General Terms, BTC Communications has the right to seek compensation from Subscriber for such breach through arbitration or, if Subscriber has opted out of these General Terms' arbitration provision or we are seeking an order requiring you to do or refrain from doing something, in court. Additionally, if any person or entity brings a claim against BTC Communications that arises out of Subscriber's relationship with BTC Communications, the Services provided to Subscriber, the General Terms, or Subscriber's breach thereof or failure to comply therewith, Subscriber will indemnify, defend (at BTC Communications' exclusive election), and release BTC Communications from liability and reimburse BTC Communications for any losses that BTC Communications may incur, including reasonable attorneys' fees and costs, as a result of such claim. Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, a negligence or product liability claim), violation of law or regulation or any other legal theory.
- 16. Security Deposit: Any security deposit required of Subscriber for the Equipment or BTC Communications' Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of BTC Communications' Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Equipment undamaged. If BTC Communications is holding a deposit on Subscriber's account, BTC Communications has the right to apply the deposited amount against any outstanding balance or shortfall in payments.
- 17. Advance Payment: Subscribers who are unable or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an advance payment. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes, fees and surcharges. The advance payment will appear as a credit and be applied to the first monthly bill. BTC Communications reserves the right to refuse Service if the Subscriber fails to fulfill standard credit requirements. After Service has been established, the Subscriber will be responsible for the payment of all applicable charges, including taxes, fees and surcharges to avoid discontinuance of Service.
- 18. Content and Services: All Services are subject to change in accordance with applicable law.
- 19. Rates: All rates are subject to change in accordance with applicable law.

20. Late Fee: If Subscriber's account is 30 days past due, a reminder message will be included on Subscriber's monthly bill. If Subscriber's past due balance remains unpaid, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at BTC Communications' then current rate. If Subscriber's account thereafter remains unpaid, Subscriber's Services may be suspended or disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill promptly. Any late fees assessed are not considered interest credit service charges, finance charges or penalties. BTC Communications expects that Subscriber will pay for Services on a timely basis, and BTC Communications does not extend credit to customers.
21. Disclaimer: BTC Communications assumes no liability for any program, services, content or information distributed on or through the Services and BTC Communications expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, BTC Communications shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
22. Right to Make Credit Inquiries: Subscriber authorizes BTC Communications to make inquiries and to receive information about Subscriber's credit experiences, including Subscriber's credit report, from others, to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.
23. BTC Communications' Reservation of Rights: BTC Communications reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, BTC Communications will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and BTC Communications will provide any prior notice of suspension or termination that is required by law.
24. Indemnification. In requesting and accepting BTC Communications Services, Subscriber agrees to defend, indemnify, and hold BTC Communications, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "BTC Communications Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:
 - a. The installation, operation, provision, or other use of BTC Communications Services and/or Equipment;
 - b. Any violation of BTC Communications' Terms of Service, Acceptable Use Policy, or other published policies or requirements;
 - c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) Subscriber, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
 - d. Libel or slander resulting from any use of the Services by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
 - e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of

Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber, including that effected through combination of Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;

- f. Any unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and
- g. Any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of the 911 or E-911 service features and the equipment associated therewith, or by the use of any Voice Services furnished by BTC Communications in connection with the 911 or E-911 service, including but not limited to, the telephone number, address or name associated with the telephone used by persons accessing 911 or E-911 service thereunder, and/or that which arises out of the negligence or other wrongful act of (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (ii) any other person using the Services provided to Subscriber.

The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the BTC Communications Indemnitees. Subscriber agrees that BTC Communications Indemnitees are not liable for any damages or liability resulting from the loss of Services (whether Internet, Cable, Voice, or other Services), nor will Subscriber make any claims or undertake any actions against BTC Communications Indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of BTC Communications Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of BTC Communications Indemnitees.

25. **LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF BTC COMMUNICATIONS AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES). UNDER NO CIRCUMSTANCES SHALL BTC COMMUNICATIONS BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD-PARTY SERVICE PROVIDERS, AGENTS OR SUBCONTRACTORS OF BTC COMMUNICATIONS, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. BTC COMMUNICATIONS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY BTC COMMUNICATIONS OF ANY OBLIGATION BTC COMMUNICATIONS MAY HAVE UNDER THESE TERMS OF**

SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY BTC COMMUNICATIONS. IN NO EVENT SHALL BTC COMMUNICATIONS' LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE GENERAL TERMS EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST BTC COMMUNICATIONS THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE GENERAL TERMS.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE GENERAL TERMS.

26. Privacy Policy. BTC Communications will provide Subscriber with a copy of its customer privacy policy at the time BTC Communications provides Service to Subscriber, and annually afterwards, or as otherwise required by law. Subscriber can view the most current version of our privacy notice by going to "www.BTC Communications.com, and then "Your Privacy Rights." Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. To the extent that BTC Communications is expressly required to do so by applicable law, BTC Communications will provide notice to Subscriber of a breach of the security of certain personally identifiable information about Subscriber. Subscriber agrees that BTC Communications may collect and disclose information concerning Subscriber and Subscriber's use of Service in the manner and for the purposes set forth herein and in BTC Communications' privacy policy. In order to protect the privacy of Subscriber's account information, BTC Communications may require that Subscriber use a security code or other method, in addition to the user name and password, to confirm Subscriber's identity when requesting or otherwise accessing account information or making changes to Subscriber's Service through BTC Communications' customer service representatives. Subscriber may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be able to access Subscriber's account information and make changes to Subscriber's account. Once established, an Authorized User may be required to authenticate his/her identity in the same manner according to BTC Communications' policies.
27. ARBITRATION. The following provisions are important with respect to the agreement between Subscriber and BTC Communications regarding BTC Communications' Services memorialized by these General Terms.
PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. These General Terms require the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.
Subject to the "Exclusions" paragraph below, BTC Communications and Subscriber agree to arbitrate disputes and claims arising out of or relating to these General Terms, the Services, the Equipment, or marketing of the Services Subscriber has received from BTC Communications. Notwithstanding the foregoing, either party may bring an

individual action on any matter or subject in small claims court.

THESE GENERAL TERMS MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to BTC Communications should be addressed to: 105 S. Main St., Buckland, OH. 45819 ("Arbitration Notice Address"). The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or BTC Communications may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of these General Terms.

The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these General Terms, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

BTC COMMUNICATIONS SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES FOR CLAIMS OF UP TO \$75,000.

SUBSCRIBER IS RESPONSIBLE FOR ALL OTHER ADDITIONAL COSTS THAT SUBSCRIBER INCURS IN THE ARBITRATION INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED OF BTC COMMUNICATIONS UNDER APPLICABLE LAW.

If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND BTC COMMUNICATIONS ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY

Unless BTC Communications and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county (or parish) of Subscriber's billing address.

The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

The parties agree that the arbitrator must give effect to the terms of these General Terms. **SUBSCRIBER AND BTC COMMUNICATIONS AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN SUBSCRIBER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING**

Furthermore, unless both Subscriber and BTC Communications agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

Right to Opt Out. If Subscriber does not wish to be bound by these arbitration provisions, Subscriber must notify BTC Communications in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber may opt out by mail to the Arbitration Notice Address. Subscriber's written notification to BTC Communications must include Subscriber's name, address, and BTC Communications account number as well as a clear statement that Subscriber does not wish to resolve disputes with BTC Communications through arbitration. Subscriber's decision to opt out of this arbitration provision will have no adverse effect on Subscriber's relationship with BTC Communications or the delivery of Services to Subscriber by BTC Communications.

Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from these General Terms, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

EXCLUSIONS. SUBSCRIBER AND BTC COMMUNICATIONS AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- (1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY BTC COMMUNICATIONS ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.**
- (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.**
- (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.**

The foregoing arbitration provisions shall survive the termination of these General Terms.

28. **SUBSCRIBER HAS ONE YEAR TO BRING A CLAIM AGAINST BTC COMMUNICATIONS, UNLESS SUBSCRIBER OPTS OUT.** Subscriber must bring any claim against BTC Communications within one (1) year after the date on which the claim arose or, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If Subscriber does not bring a claim within this period, Subscriber waives, to the fullest extent permitted by law, all rights Subscriber has to such claim and BTC Communications will have no liability with respect to such claim.

Subscriber may opt out of this Section, in which case the normal statute of limitations will apply. To opt out, Subscriber must notify BTC Communications in writing by sending a letter to BTC Communications addressed to 105 S. Main St. Buckland, OH. 45819, within 30 days of (a) the date that this provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber's written notice must include Subscriber's name, address, and BTC Communications account number as well as a clear statement that Subscriber does not wish this Section to apply.

This Section shall survive the termination of these General Terms.

29. **Force Majeure:** BTC Communications shall not be liable for any failure of performance or equipment of any kind (including BTC Communications Equipment) due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over BTC Communications, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
30. **Survival of Terms.** In addition to the terms that are specifically noted in these General Terms as surviving termination of these General Terms, all representations, warranties, indemnifications, and limitations of liability shall survive these General Terms. BTC Communications' right to contact Subscriber shall also survive these General Terms unless Subscriber opts out in the manner described in these General Terms. All other obligations of Subscriber and BTC Communications under these General Terms also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.
31. **Entire Agreement:** These General Terms (including the Terms of Service incorporated herein by reference) constitute the entire agreement between the Subscriber and BTC Communications. No undertaking, representation or warranty made by an agent or representative of BTC Communications in connection with the sale, installation, maintenance or removal of BTC Communications' Services or Equipment shall be binding on BTC Communications except as expressly included herein. Subscriber agrees that, if any portion of these General Terms is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and

effect. If BTC Communications fails to insist upon or enforce strict performance of any provision of these General Terms, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these General Terms.

RESIDENTIAL CABLE and INTERNET SERVICES AGREEMENT

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF BTC COMMUNICATIONS CABLE SERVICE INCLUDE A BINDING ARBITRATION PROVISION SET FORTH IN THE GENERAL TERMS AND CONDITIONS OF SERVICE, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

BTC Communications will provide its Cable TV service (the "Cable Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the General Terms and Conditions for Service and the BTC Communications Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service").

Subscriber's use of the Cable Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of BTC Communications' Cable Service and notify BTC Communications' Customer Service at 419-657-2222 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. The Terms of Service constitute a legal binding document.

BTC Communications regularly updates and amends these Terms of Service. Subscriber should consult BTC Communications' website www.btccom.net to be sure Subscriber remains in compliance.

1. **Monthly Subscription Services.** Subject to and without abrogating Section 3 - "BTC Communications Refund Policy/30-Day Guarantee" of the General Terms and Conditions for Services, Subscriber shall be responsible for the full monthly charge for those Cable Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Cable Service prior to the conclusion of the respective subscription month, and for charges for per program, per view, or per event Cable Services ordered by the Subscriber.
2. **Third Party Services:** In addition to providing video programming and video-related services, and interactive television services, BTC Communications' digital receiver may provide e-commerce and other services, as well as access to certain proprietary products of BTC Communications. Through such other functions Subscriber may be able to subscribe to or access other services and transact other forms of electronic commerce

such as purchasing third party products and services. Subscriber acknowledges that Subscriber may incur charges while using these services or while engaging in other forms of "e-commerce" (i.e. charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings using these functions). All such charges, including applicable taxes shall be paid by Subscriber and are not the responsibility of BTC Communications.

3. **Disruption of Cable Service:** In no event shall BTC Communications be liable for any failure or interruption of program transmissions or Cable Service resulting in part or entirely from circumstances beyond BTC Communications' reasonable control (including without limitation, any interruption or degradation of Cable Service arising from Subscriber's interference, modification or tampering with the Cable Service of digital receiver connection). Subject to requirements under applicable law, credit may be given for qualifying outages.
4. **Copying, Reproduction, and Distribution of Programs:** Subscriber agrees that Subscriber shall use the programs, Cable Service, and other services provided by BTC Communications solely for Subscriber's personal, non-commercial use and will not copy, reproduce, or otherwise redistribute such programs, Cable Service, or other services except in compliance with applicable law.
5. **Additional BTC Communications Rights:**
 - a. BTC Communications has no obligation to monitor content or services accessible by means of BTC Communications' cable system or the digital receiver; however, Subscriber acknowledges and agrees that BTC Communications has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation, to operate its programming and data information services properly, or to protect itself or its Subscribers.
 - b. BTC Communications shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of BTC Communications' systems, Equipment, or Cable Service.
6. **Term:** BTC Communications Cable Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by BTC Communications for breach (including nonpayment) of the Terms of Service or otherwise terminated by BTC Communications in accordance with the General Terms and Conditions for Services.
7. **Additional Features, Functionality and Tools:** Any additional service features, functionality and tools that BTC Communications offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by BTC Communications.
8. **Programming:**
 - a. Notwithstanding anything to the contrary herein, the Cable Service, including but not limited to all programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, data offerings and other services are subject to change in accordance with applicable law. Subscriber acknowledges and agrees that it has no right to receive, and BTC Communications has no obligation to provide, any particular programming service or channel as part of the Cable Service and that Subscriber is not entering into this agreement or purchasing the Cable Service in reliance on an expectation

or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of the Cable Service.

- b. Notwithstanding anything to the contrary herein, for the avoidance of doubt, and without limiting or abrogating any other rights BTC Communications may have under the General Terms and Conditions for Service, in the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between BTC Communications and a third party programmer, BTC Communications shall not be liable for compensation, damages (including compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Subscriber's sole recourse in such an event shall be termination of the Cable Service in accordance with the General Terms and Conditions for Service. The provisions of this paragraph shall not apply to programming to which a Subscriber subscribes on an a la carte basis (i.e. channels that are not part of a package or tier); provided, however, in that event BTC Communications may provide to Customer a pro rata credit of amounts pre-paid for the specific programming to which Subscriber subscribes on an a la carte basis.
9. Disclaimer: BTC Communications assumes no liability for any program, services or information distributed over the cable system and/or BTC Communications' digital receiver unless locally produced by BTC Communications. BTC Communications shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or BTC Communications' digital receiver, unless such products, merchandise or prizes are provided directly by BTC Communications.
10. Parental Control: A Parental Control feature is available to prevent children from watching certain programming. Subscriber may place channels under Parental Control by blocking out a channel number and/or program rating on the digital receiver. The starter kit manual provided with the Cable Service includes instructions on how to implement and monitor the Parental Control features. Should Subscriber deactivate the Parental Control feature, even for one channel or event, this will deactivate the Parental Control feature for all other channels that were previously locked out. Subscriber will then have to reactivate the Parental Control to again block out the desired channels. It is recommended that Subscriber occasionally verify that the Parental Control feature is activated and operational.
11. Prohibited Uses and Activities: The Subscriber shall not use BTC Communications' Equipment, or the Cable Service for illegal or inappropriate activities or otherwise engage in any illegal or inappropriate activities in their course of dealings with BTC Communications, including but not limited to:
 - a. Invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable;
 - b. Redistributing or retransmitting the Cable Service, or any portion thereof, or transmitting or distributing the Internet Service, or any portion thereof, to persons outside the address on the Subscriber's account;

- c. Modifying, disrupting, unauthorized relocation of or tampering with BTC Communications' Equipment, including but not limited to, tampering with the seal on the digital receiver, the access card or any of BTC Communications' services;
- d. Connecting or attaching equipment to the Cable Service with the intended purpose to distribute the Cable Service in an unauthorized manner;
- e. Restricting, inhibiting or otherwise interfering with the ability of any other BTC Communications subscriber to use or enjoy any BTC Communications service, the Cable Service, or the Internet.
- f. Reselling the BTC Communications Service or services;
- g. Conducting a pyramid or other illegal soliciting scheme;
- h. Impersonating any person or entity or forging anyone else's digital or manual signature; or
- i. Harassing, threatening, or otherwise verbally abusing BTC Communications employees or its agents.

Engaging in one or more of these activities may result in termination of Subscriber's Cable Service. This Section 11 shall not in any way limit BTC Communications rights of termination pursuant to any other provision of the Terms of Service.

12. License Requirements: Subscriber agrees to comply with all end user license requirements relative to any of the services which Subscriber accesses pursuant to the Terms of Service. Subscriber may not decompile, reverse engineer, disassemble, modify, create derivative works of, or in any way derive any source code from the Cable Service, or any portion thereof including BTC Communications software or third party software made available through or in connection with the Cable Service. Subscriber agrees not to remove, alter, or obscure any product identification, proprietary, copyright, or other intellectual property notices contained or embedded within or on the Cable Service.
13. Limitation of Liability: Any information sent by the Subscriber utilizing the functions of BTC Communications Equipment is sent at the Subscriber's sole risk, and BTC Communications shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the Subscriber. Without limitation of the foregoing, Subscriber acknowledges and agrees that BTC Communications shall not be liable for any use of Subscriber's information provided to third parties in connection with Subscriber's use of the Cable Services or other third party services or functions available through the Cable Service. BTC Communications shall not be liable or responsible for any errors, losses, or interruptions in connection with Subscriber's use of the Cable Service, and any features or functionalities thereof, including but not limited to intermittent service, erroneous deletions, failed or misdirected recordings, and inability to schedule recordings.
14. Security:
 - a. Subscriber is responsible for any misuse of BTC Communications' Equipment, the Cable Service, or any third party services to which Subscriber has subscribed, even if the inappropriate activity was committed by a friend, family member, guest, employee or Subscriber with access to Subscriber's account. Therefore, Subscriber must take steps to ensure that others do not gain unauthorized access

to BTC Communications' Equipment, Cable Service or third party services. For example, Subscriber must secure any wireless home network used in connection with the Cable Service by requiring passwords or similar means of restricting access to such network.

- b. Subscriber agrees to maintain the security and confidentiality of Subscriber's usernames and passwords or similar credentials that enable Subscriber to access the Cable Service. Subscriber further agrees not to disclose such credentials to any third party. Without limitation of the foregoing, Subscriber agrees that Subscriber shall not disclose such credentials to third parties to enable them to access the Cable Service or programming that may be made available to Subscriber outside the home.
 - c. The Equipment, Cable Service or third party services may not be used to breach the security of another BTC Communications subscriber or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. Use or distribution of tools designed for compromising security is prohibited.
15. Closed Captioning: Subscriber may obtain information regarding closed captioning issues by calling or visiting our local BTC Communications store.
 16. Choice of Law: This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of New York.
 17. Privacy Statement: BTC Communications Privacy Policy provides a detailed outline of BTC Communications' privacy policies and how they affect Subscriber's use of BTC Communications' Equipment and Cable Service.
 18. Entire Agreement: The Terms of Service, constitute the entire agreement between the Subscriber and BTC Communications for the Cable Service. No undertaking, representation or warranty made by any agent or representative of BTC Communications in connection with the sale, installation, maintenance or removal of the Cable Service or BTC Communications Equipment shall be binding on BTC Communications except as expressly included herein.
 19. Amendment: BTC Communications may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. BTC Communications may notify Subscriber of any such changes to the Terms of Service by posting notice of such changes on BTC Communications' website at www.BTC Communications.com, under "Terms of Service/Policies," using the features of the BTC Communications digital receiver, or sending notice via bill statement, text, e-mail, postal mail, or other reasonable means. The Subscriber's continued use of the Cable Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using BTC Communications Equipment and the Cable Service and notify BTC Communications that Subscriber is terminating its Cable Service in accordance with the Terms of Service.

RESIDENTIAL INTERNET SERVICES AGREEMENT

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF BTC COMMUNICATIONS INTERNET SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR BTC COMMUNICATIONS RESIDENTIAL SERVICES, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

BTC Communications will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), the General Terms and Conditions for BTC Communications Residential Services and the BTC Communications Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at www.btccom.net, under "Terms of Service/Policies".

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Internet Service and notify BTC Communications' Customer Service at 419-657-2222 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. The Terms of Service constitute a legal binding document.

BTC Communications regularly updates and amends these Terms of Service. Subscriber should consult BTC Communications' website www.btccom.net to be sure Subscriber remains in compliance.

1. **Equipment:** To use the Internet Service, Subscriber must meet minimum computer, device, in-home network and system requirements as identified by BTC Communications.

- a. **Computer Equipment:** The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. Please refer to BTC Communications' System Requirements for the current specifications. The minimum configuration standards may change, and BTC Communications will make reasonable efforts to support previously acceptable configurations; however, BTC Communications is not obligated to continue to provide such support. BTC Communications may supply equipment such as modems, gateways, routers, or wireless cards, at no charge or for a one time or reoccurring fee, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software resident in the equipment and that Subscriber may be required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes BTC Communications to perform updates and/or changes, on-site or remotely from time to time as BTC Communications deems necessary, in BTC Communications' sole discretion.
 - b. BTC Communications does not provide technical assistance for third-party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. BTC Communications is not responsible for the operation or support, maintenance or repair of any equipment, software or services that Subscriber elects to use in connection with the Internet Service.
 - c. Subscriber will not connect any equipment, other than equipment authorized by BTC Communications, to the cable modem outlet. Subscriber understands that failure to comply with this restriction may cause damage to the BTC Communications network and subject Subscriber to liability for damages and/or criminal prosecution. Subscriber may not alter, modify or tamper with the Equipment or the Internet Service, or permit any other person, not authorized by BTC Communications, to do the same.
2. **Network Interface:** When BTC Communications installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection. Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).
3. **Communications.net/modems,** under which are set forth the minimum specifications for cable modems approved for use with BTC Communications' network, systems and services. Monthly charges for Internet Service will not be reduced or otherwise discounted if the Subscriber elects to use a third party modem. Subscriber must return cable modems and any other equipment leased from BTC Communications at the end of the lease period.
4. **Software:** At the time of installation of the Internet Service, BTC Communications may provide Subscriber with common BTC Communications or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. BTC Communications does not support third-party software. Any and all software provided by BTC Communications is the property of BTC Communications and/or its suppliers and licensors. BTC Communications hereby grants Subscriber a nonexclusive, nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by BTC Communications and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in the Terms of Service and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by BTC Communications. Upon any termination or expiration of the Terms of Service or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer

system). Subscriber hereby represents and warrants to BTC Communications that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the BTC Communications network.

5. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Internet Service, and Subscriber, not BTC Communications, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. BTC Communications does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does BTC Communications warrant that the data or files will be free from computer viruses or other harmful components. BTC Communications has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet.
Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third-party.
6. Additional Features, Functionality and Tools: Any additional service features, functionality and tools that BTC Communications offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by BTC Communications.
7. Cookies: Subscriber may access Subscriber's BTC Communications e-mail account from the applicable customer portal, or by using the user's software application (e.g. Outlook, Outlook Express, Incredimail, and Apple Mail). When accessing e-mail at www.btccom.net, Subscriber must have Subscriber's browser configured to accept cookies. www.btccom.net will notify the user, if their browser is not configured to accept cookies.
8. Monitoring the Internet Service and Privacy: BTC Communications takes the protection of our Subscribers' privacy seriously. BTC Communications has no obligation to monitor content; however, Subscriber agrees that BTC Communications has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with the Terms of Service, the AUP, and BTC Communications' Privacy Policy.
For content residing on BTC Communications' servers, BTC Communications reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in BTC Communications' possession about or related to Subscriber, Subscriber's use of the Internet Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of the System or BTC Communications subscribers' information.
For more information on BTC Communications' approach to Subscriber's privacy, please refer to the BTC Communications Residential Subscriber Privacy Policy.
9. Rights Infringement: Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or

software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. BTC Communications assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

BTC Communications is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify BTC Communications if they believe that a BTC Communications customer has infringed the copyright owner's work(s). If BTC Communications receives a notice from a copyright owner alleging that Subscriber has committed copyright infringement, BTC Communications will notify Subscriber of the alleged infringement. BTC Communications may determine that Subscriber is a repeat copyright infringer if BTC Communications learns that Subscriber has engaged in online copyright infringement on more than one occasion. BTC Communications reserves the right to suspend or terminate the accounts of repeat copyright infringers.

10. Term: BTC Communications Internet Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by BTC Communications for breach (including nonpayment) of the Terms of Service or a violation of the AUP. BTC Communications will not be responsible for the return of data stored on BTC Communications' servers, such as web and e-mail servers if Subscriber's account is suspended or terminated.
11. Disclaimer of Warranties and Limitation of Liability.
 - a. No Warranty: Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by BTC Communications at Subscriber's sole risk. The Internet Service and BTC Communications equipment are provided on an "as-is basis", if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. BTC Communications does not warrant uninterrupted use of Internet Service. BTC Communications does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. BTC Communications does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable Internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.
 - b. Anti-Spam Software: Subscriber acknowledges and understands that BTC Communications utilizes anti-spam software and that such security technology is a feature of the Internet Service that may block incoming and outgoing electronic mail. BTC Communications does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/ spam. Consistent with other statements set forth in this section, BTC Communications does not warrant that such feature will be error-free.
 - c. Security Software: In addition, in its sole discretion, BTC Communications may make available to Subscriber security software, such as anti-virus software, firewall software,

"pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software provided by BTC Communications to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that BTC Communications and its third-party suppliers of any such security software do not guarantee its accuracy, efficacy or performance. Subscriber understands and agrees that BTC Communications and its third-party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance.

- d. Third Party Sites: When Subscriber uses the Internet Service and/or accesses BTC Communications web sites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties ("Third Party Site(s)"). BTC Communications provides these links as a convenience and they are not under the control or ownership of BTC Communications. The presence of a link to any Third Party Site is not an endorsement by BTC Communications of the Third Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third Party Site. Subscriber's use of any third party site is governed by the various legal agreements and policies posted at that web site.
- e. Bandwidth.
 - i. Subscriber understands and agrees that BTC Communications does not guarantee that any particular amount of bandwidth on the BTC Communications network or that any speed or throughput of Subscriber's connection to the BTC Communications network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond BTC Communications' control, and system failures, modifications, upgrades and repairs. Subscriber understands that Subscriber's wireless connections and use of wireless routers may be subject to greater fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors. For more information, please visit <http://BTC Communications.net/wiredvswifi> [Article to be published].
 - ii. Subscriber understands that BTC Communications may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with BTC Communications' AUP. Subscriber should reference BTC Communications' AUP for additional details.
 - iii. Subscriber further understands and agrees that, to allocate bandwidth across all of its users, BTC Communications may employ reasonable network management techniques as identified in BTC Communications' AUP and BTC Communications' Network Management Disclosure Statement.
 - iv. Subscriber's sole and exclusive remedies under the Terms of Service are as set forth in these Terms of Service. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Subscriber.

12. **Limitation of Liability/Exclusive Remedy:** BTC Communications' entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by BTC Communications of any obligation BTC Communications may have under these Terms of Service, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by BTC Communications to Subscriber. In addition, BTC Communications shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. BTC Communications shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.
13. **Mailbox Deactivation:** Subscriber agrees that BTC Communications owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. BTC Communications may also limit the number of new email addresses available per account. BTC Communications may also limit the number of emails that can be sent within a specific time period, and if Subscriber does not access a BTC Communications mailbox for a an extended period of time as determined by BTC Communications from time to time, BTC Communications may lock the mailbox and prohibit the mailbox from receiving new email messages. As long as the Subscriber remains subscribed to BTC Communications' Internet service, the contents of the locked mailbox will not be deleted. Subscriber understands that upon disconnecting from BTC Communications' Internet service, BTC Communications will suspend the account and delete the contents of the mailbox, if any, at that time.
14. **Mail Storage:** In no event will BTC Communications be responsible for maintaining, and BTC Communications will not guarantee storage of, such electronic mail for any period of time. BTC Communications also reserves the right to enforce email storage limits.
15. **Network Security and Management:** Subscriber agrees that BTC Communications may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. BTC Communications may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in BTC Communications' AUP. BTC Communications may take these actions, with or without notice, in situations where BTC Communications believes, in its sole discretion that Subscriber may harm the BTC Communications network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what BTC Communications considers in its sole discretion to be spam or other malicious code or software. Subscriber agrees that BTC Communications is entitled to damages if Subscriber is transmitting or is otherwise connected with spam or other malicious code or software. Subscriber agrees BTC Communications is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Subscriber agrees to pay BTC Communications liquidated damages of five dollars (U.S. \$5.00) for each piece of spam or other malicious code or software transmitted from or otherwise connected with Subscriber's account.
16. **Additional Terms for BTC Communications WiFi:** BTC Communications WiFi supported by the BTC Communications-provided wireless router ("BTC Communications Router") is a service available to certain subscribers and provides wireless access to the BTC Communications Internet Service within the Subscriber's residence ("Home Network") and beyond the Subscriber's residence, for which Subscriber may be charged a fee consistent with BTC Communications' then-current practices. The BTC Communications Managed Router comes programmed with certain default settings and configurations for the Home Network. Subscriber

may modify the default settings and configurations on the BTC Communications Managed Router although BTC Communications recommends maintaining the default configuration and settings. BTC Communications does not guarantee the security of the BTC Communications Managed Router and Subscriber's connection to the Internet Service via the Home Network. BTC Communications WiFi accessed beyond the Home Network may be subject to additional terms and conditions imposed by the respective third party whose network the Subscriber may access. BTC Communications is not responsible for the speed or performance of the Internet Service to the extent accessed by Subscriber on a third party network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their Home Network and must enable and use encryption in order to access BTC Communications-provided applications. BTC Communications reserves the right to preconfigure the BTC Communications Managed Router to distribute a wireless Internet access point (i.e. a BTC Communications WiFi Hotspot) separate from the Home Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Subscriber for any purpose. Subscriber shall have the right to disable such BTC Communications WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot. The BTC Communications Managed Router will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by BTC Communications to provide the Internet Service and support, as well as for BTC Communications' internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that BTC Communications shall have access to the network name and password associated with the BTC Communications Managed Router in order to provide support and diagnostic services. BTC Communications reserves the right to modify the network name and password for the BTC Communications Managed Router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the BTC Communications Managed Router is BTC Communications Equipment.

17. General Subscriber Responsibilities and Warranties: When Subscriber completes registration for the Internet Service, Subscriber must establish an identity by selecting a user name and password to be used by Subscriber to access the Internet Service. Subscriber is responsible for maintaining the confidentiality of their user name and password. Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or user name in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the Terms of Service and the AUP. Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent.
18. Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of BTC Communications' network and other subscribers. For purposes of clarification, BTC Communications hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.
19. Amendment: BTC Communications may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. BTC Communications may notify Subscriber of any

such changes by posting notice of such changes on BTC Communications' website at www.BTCCommunications.com, under "Terms of Service/Policies", or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using the Internet Service and notify BTC Communications that Subscriber is terminating the Internet Service. In addition, the Terms of Service are subject to change in compliance with applicable law.

20. Entire Agreement: The Terms of Service shall be posted at www.btccom.net, under "Terms of Service/Policies," and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warranty made by any agent or representative of BTC Communications in connection with the sale, installation, maintenance or removal of the Internet Service shall modify or amend the Terms of Service.