

FreeNet Internet Service

These Terms & Conditions are between Buckeye Broadband (“Buckeye” or “we”) and you as our customer and User of the FreeNet Service. This Agreement states the terms and conditions under which we agree to provide you with an ad-supported Internet Service (“FreeNet”), and you agree to use FreeNet in compliance with these terms and conditions of receiving the Service, as well as any other terms and conditions which are incorporated herein by reference or to which you have otherwise agreed govern the Service.

THIS AGREEMENT IS A CONTRACT. PLEASE READ IT CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF SERVICE THEN YOU MAY NOT USE THE SERVICE.

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

The terms of this Agreement will apply for however long you continue use the FreeNet to access the internet, subject to future modification and amendment.

Your acceptance of this Agreement occurs upon the earlier of: (a) the date you of your verbal, written, or electronic acceptance of this Agreement, or (b) the date you first access or use FreeNet.

Except as otherwise specifically provided for herein, FreeNet service is governed by Buckeye’s otherwise applicable internet terms, conditions, policies, and disclosures (including without limitation the Buckeye Express Acceptable Use Policy; the Buckeye Express Residential Terms and Conditions of Service; the Buckeye Express Residential Product Definition; the Buckeye Express Minimum Equipment Requirements; and the Buckeye Websites and Subscriber Privacy). These otherwise applicable broadband policies, terms, and conditions are available at <https://www.buckeyebroadband.com/legal>, and please monitor the online site regularly to ensure access to the most updated version of the Agreement and related policies and disclosures.

SPECIFICALLY: PLEASE REVIEW THE OTHERWISE APPLICABLE TERMS WITH RESPECT TO WARRANTIES AND LIMITATIONS OF LIABILITY; AND ON DISPUTE RESOLUTION; ARBITRATION; AND CLASS ACTION WAIVER WHICH ARE A PART OF THIS AGREEMENT AND BINDING ON YOU. THESE TERMS ARE AVAILABLE AT: <https://www.buckeyebroadband.com/legal>

You can also receive a paper copy of this Agreement and any of policies and disclosures by sending a written request to Buckeye Broadband, 2700 Oregon Road, Northwood OH 43619, Attention: Customer Support.

2. Authorized User, Account Use, and Responsibilities

You agree and warrant 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 empowered to authorize Buckeye to enter upon any property to which you will seek Buckeye service.

3. Availability of Service

Based on the nature of the FreeNet service, you agree and acknowledge that Buckeye has no liability for service interruptions regardless of their cause or origin.

Equipment purchased from Buckeye will be pre-provisioned to provide immediate Internet access following successful installation. Equipment not purchased through Buckeye will need to go through a provisioning process, and it is necessary to contact Buckeye to register and provision the Equipment prior to installation. Notwithstanding the foregoing, the FreeNet service is not compatible with all equipment and software types, and Buckeye has no liability if you are unable to access FreeNet based on equipment or software failure or incompatibility.

4. Pricing, Billing, Changes to Service Plans and Payment

As noted above, you understand and agree that your internet access is conditioned on you viewing advertising: specifically, the FreeNet service will serve you a video advertisement (“Advertising Window”); after viewing that advertisement, you will be authorized for internet access (“Access Window”).

Your timed Access Window will begin at the point at which the video advertising ends, and will continue to run regardless of whether your browser is open or whether you are actively accessing the internet. Buckeye specifically reserves the right, in its sole and unlimited discretion, to determine the length of the Advertising Window and Access Window, which length is subject to change with no notice to customer. Buckeye also specifically reserves the right, in its sole and unlimited discretion, to increase or decrease Service speeds with no notice to Customer.

If during the Access Window your browser fails for any reason (including without limitation power failure, software or hardware problems, or intentional closing of the browser), prior authorized internet access may be voided and you may be required to view additional advertising to enable further internet access.

You agree to pay all fees applicable to your Service, which may include without limitation: (1) applicable taxes; (2) surcharges; (3) recovery fees; (4) government fees or charges; (5) fees for activation, installation, or set-up; (6) equipment charges; (7) late payment fees; and (8) any other fees or charges applicable under the terms and conditions of your service. For example, Buckeye waives any FreeNet equipment fee for navigation devices (e.g., modem) it provides, contingent on continued and consistent use of the service. If you access FreeNet on such a device, and fail to use the service of an extended time, you may be required to pay for the device, including any applicable sales tax; in addition, to restart service, you may be required to

pay a fee to reinstate your account. Please contact Buckeye (419-724-9800) for information on these fees.