

BUCKEYE INTERNET SERVICE ACCEPTABLE USE POLICY

This Acceptable Use Policy ("the Policy") governs use of the Buckeye Internet service ("the Service"). All subscribers to the Service are required to comply with this Acceptable Use Policy. Failure to comply with the Policy is grounds for termination of the Subscription and Service Agreement.

The Acceptable Use Policy is subject to revision from time to time. Subscribers should review the Policy periodically to ensure continuing compliance, as detailed below:

On The Web: <http://www.buckeyebroadband.com/legal>
Questions (phone) 419-724-9800 (residential) or 419-724-9898 (commercial)
Questions (email) askus@buckeyebroadband.com (residential) or info@buckeye-telesystem.com (commercial)

Concerns about possible violations may be reported to us in the same manner.

The Service enables residential and commercial subscribers to enjoy the benefits of a high-speed, high-quality connection to the Internet. Buckeye aims to provide its customers with a high quality residential and commercial Internet Service. In order to help accomplish this goal, Buckeye has adopted this Acceptable Use Policy ("Policy"). The Policy outlines acceptable use of the Buckeye Express™ Service. This Policy is in addition to any restrictions contained in the Buckeye Residential Subscription and Service Agreements available at <http://buckeyebroadband.com/legal>, or the Commercial Agreement available at http://www.buckeye-telesystem.com/images/stories/pdfs/Buckeye_Express/commercial-agreement-5-12.pdf.

The Service provides access to the Internet which is used by millions of other users. Each user of the Internet benefits by being able to share resources and communicate with other members of the Internet user community. However, as with any community, the benefits and information available through the Service and the Internet in general must be balanced with the duties, obligations, and responsibilities each user has to ensure that all users are able to use the Service and Internet as they wish without disruption, interference, or other negative consequences.

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. Buckeye may revise this Policy from time to time by posting a new version on the website and providing notice via automated service messaging or other similar messaging. Revised versions of this Policy are effective seven (7) days after posting. Subscribers should review the Policy periodically to ensure continuing compliance, as detailed below. Concerns about possible violations may be reported to us in the same manner.

Use of the Service is subject to the rules and guidelines stated herein. Each subscriber to the Service is responsible for ensuring that the use of the Service complies with this Acceptable Use Policy.

ANY SUBSCRIBER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS, AS AMENDED OR REVISED FROM TIME TO TIME, SHOULD IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY THE RESPECTIVE BUCKEYE CUSTOMER SERVICE GROUP SO THAT THE SUBSCRIBER'S ACCOUNT MAY BE CLOSED.

Prohibited Activities

Prohibited activities include, but are not limited to the following activities undertaken or accomplishing any unlawful purpose:

1. Posting or disseminating material or information which is unlawful (such as child pornography or obscene material);
2. Posting or disseminating material or information which a reasonable person could deem to be unlawful;
3. Intentional transmission of any file or material which contains a virus, worm, or other harmful component;
4. Intentional interference with use of the Service or the Internet by another;
5. Gaining unauthorized access to any site, file, material, information, or equipment;
6. Using the Service in any way which violates a copyright or the intellectual property rights of others;
7. Using the Service in connection with pyramid or other illegal soliciting schemes;
8. Engaging in fraudulent activities, such as impersonating another, forging a digital or manual signature, or wrongfully acquiring goods or services;
9. Using the Service to engage in activity which is a violation of any law or regulation.

Attempts to engage in prohibited activities will be treated as violations of this Policy.

Subscribers are responsible for any misuse of the Service, even if the misuse was committed by a spouse, child, family member, friend, guest, employee, agent, customer, or other person provided with access to the subscriber's account. Accordingly, subscribers must take steps to prevent unauthorized access to the Service and any misuse of the Service by authorized users.

The Service may not be used to breach the security of another user or in any effort to gain unauthorized access to any other person's computer, software or data. "Hacking" is prohibited. The Service may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the subscriber, logging on to or using a server or account without authorization, or probing the security of other networks. Use or distribution of tools designed for defeating security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, are prohibited.

Any attempt to disrupt any portion of the Service is a violation of the Policy. The Service also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The knowing or intentional transmission or dissemination of any information or software which contains a virus or other harmful feature is also a violation.

Security

Subscribers are solely responsible for the security of any device connected to the Service, including any files or data stored on the device. In particular, Buckeye recommends against enabling file or printer sharing while connected to the Internet. At a minimum, any files or services a subscriber elects to make available for remote access via the Internet should be password protected. Strong security protection is recommended.

Internet Content

Some content available on the Internet may be offensive to some individuals, or may violate the law. Material which may be considered to be highly offensive or pornographic is widely available on the Internet. The technology is available to deliver these materials to individual computers without request. The technology is also available to make it difficult to exit a website without being forwarded to additional, related sites. Subscribers should be aware that even inadvertent contact with certain websites could result in the automatic downloading of files containing objectionable materials. Such files may remain on the personal computer after the connection is terminated.

Subscribers assume all responsibility and risk associated with accessing content on the Internet. Buckeye has no responsibility or liability for any content contained on the Internet. Parents may want to use a program which restricts access to offensive material on the Internet. No such program is 100% effective and Buckeye is not responsible for the effectiveness or operation of such programs. Questions about the operation or effectiveness of such programs should be referred to the software publisher. Content questions or complaints should be addressed to the content provider.

Subscribers are solely responsible for any information which they publish on the web or through other Internet services. It is the subscriber's responsibility to ensure that only intended recipients receive the content. Buckeye reserves the right to remove or to refuse to post any information or materials deemed to be offensive, indecent, or otherwise inappropriate in violation of this Policy, regardless of whether such material or its dissemination is unlawful. By reserving the right to remove or to refuse to post such information, Buckeye is not undertaking any obligation to do so and has no liability for failing to do so.

Buckeye has no obligation to monitor transmissions or postings made or received via the Service. However, Buckeye has the right to monitor such transmissions and postings from time to time and to disclose the same in accordance with the Subscription and Service Agreement.

Each subscriber is required to ensure that all content transmitted, published, or distributed via the Service is in compliance with this Policy and assumes all responsibility for the results of the transmission, publication, or distribution of any content via the Service. Buckeye is not responsible for, and has no liability for, any claims arising from the reproduction, publication, distribution, or display of such content through the Service.

Use of Electronic Mail

Forging, altering or removing electronic mail headers is prohibited. No reference to Buckeye may be included (e.g. by including "Organization: Buckeye" in the header or by listing an IP address that belongs to Buckeye) in any unsolicited email even if the email is not sent through the Service. Except as otherwise provided for herein, you may not use the name "Buckeye" for your own business purposes, and no reference to "Buckeye" may be made in an e-mail or header which creates the inaccurate impression of an employment or contractor relationship with Buckeye, or the impression that the mail has been created or approved by Buckeye. Buckeye reserves the right to refuse the registration of e-mail addresses on its system deemed to be offensive or indecent by community standards. By reserving these rights, Buckeye is not undertaking any obligation to monitor the pool of e-mail addresses and has no liability for failing to do so.

"Mail bombing" (e.g. sending a number of copies of the same or similar message) is prohibited as is the sending of very large files, or messages with the intent to cause any disruption.

Buckeye is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will be returned to sender, ignored, or deleted, at Buckeye's sole discretion.

Spam

SPAM is defined as any unsolicited commercial email or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.

SPAM poses significant problems for Buckeye's IP network, and significant aggravation and inconvenience for Buckeye's customers.

It is Buckeye's policy relative to its various Internet access products that SPAM on its network will be neither supported nor condoned. Any Buckeye customer (network user) who is found to either be:

- (1) originating SPAM from within the Buckeye network, or
- (2) providing secondary support services (including but not limited to payment processing, order fulfillment, or hosting web site associated with any SPAM, etc.) from the Buckeye network in support of SPAM originating from elsewhere,

may be sanctioned within Buckeye's sole and unlimited discretion, including without limitation a warning that such activity is not allowed over the Buckeye network and will not be tolerated; suspension of the account and services for some finite period; and termination of all Internet access service from/through the Buckeye network.

Use of Internet Relay Chat (IRC)

The Service may be used to participate in "chat" discussions. Except as otherwise provided or described in the terms and conditions of service, Buckeye does not monitor chat discussions and is not liable for any communications made via Internet chat.

It is a violation of this Policy to send messages which disrupt another Internet user's equipment, including software, hardware, or user display.

Flooding of chat discussions is prohibited. No more than two simultaneous chat connections may be maintained at one time. Automated programs such as "bots" or "clones" may not be used when the account holder is not physically present at the device.

Limitations on Bandwidth, Data Storage and Other Service Parameters

The Service dynamically allocates most of its IP addresses. Any individual assignment may change frequently, which should have no adverse impact on typical use of the Service. However, such changed assignments may result in the Subscriber being unable to predict what IP address will be assigned for their use. It is strictly forbidden for Subscribers to intentionally by-pass the dynamic assignment of an IP address to any device attached to Buckeye's network. Only those Subscribers who have made prior arrangement with Buckeye to use a static IP address may do so.

Buckeye may establish additional limitations appropriate for the use of bandwidth, data storage, or other aspects of the Service. Subscribers must comply with all such limitations prescribed by Buckeye. The details of any such limitation are described in the appropriate "Internet Product Definition" document. Buckeye reserves the right to provide automated messages to customers to provide updates regarding billing and data consumption and other reasonable notifications, information, and offers.

Subscribers must ensure that their activity does not improperly restrict, inhibit, or degrade any other user's access or use of the Service, and does not improperly restrict, inhibit, disrupt, degrade or impede Buckeye's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

Unless otherwise agreed to in writing with Buckeye, Subscribers may not resell, share, or otherwise distribute the Service or any portion thereof to any third party without the written consent of Buckeye. Consent shall not be unreasonably withheld. Subscribers may not use the Service to provide Internet access to others through a dial-up connection, or host shell accounts over the Internet, or provide email or news services, or send a news feed.

Buckeye Residential Service is sold only for personal and non-commercial use of the Internet. Residential subscribers may not use the Residential Service for commercial purposes (whether or not for profit). No residential subscriber may run a server in connection with the Buckeye Service without specific written consent from Buckeye, which consent shall not be unreasonably withheld. Examples of prohibited uses of a Subscriber server include, but are not limited to, running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

Copyright / Intellectual Property Infringement

The federal Digital Millennium Copyright Act ("DMCA" or "Act") directs how online service providers like Buckeye address claims of online copyright infringement. As required by the DMCA, Buckeye has adopted a policy to suspend or terminate broadband services to account holders or subscribers who repeatedly infringe copyrights. Customers against whom Buckeye receives DMCA infringement allegations will receive a warning letter regarding the allegations; if Buckeye receives additional allegations that remain unresolved, the customer may be subject to the suspension or termination of Internet service.

If a customer contests a complaint of infringement in accordance with the DMCA, the complaint will not count toward that account's infringement total, unless: (i) it is determined by a court that the complaint was valid; or (ii) the account holder later agrees that the complaint was valid.

Buckeye accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Violation of the Acceptable Use Policy

Although Buckeye has no obligation to monitor the Service or the Internet, Buckeye reserves the right to monitor bandwidth, usage, and content as required most effectively to operate and monitor the Service; to identify violations of this Policy; and to protect the Service and Buckeye subscribers. Except as necessary to manage the network, Buckeye does not routinely monitor the Service for violation of this Policy. Buckeye will respond appropriately if made aware of inappropriate use of the Service.

In the event of a suspected violation of this Policy, Buckeye may take any action it deems responsive and appropriate. Remedial actions may include, without limitation, removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, or immediate suspension or termination of the Service. Buckeye has no liability for any such responsive actions.

The above actions are not Buckeye's exclusive remedies and Buckeye may take any other legal, equitable, or technical action it deems appropriate. Buckeye prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Buckeye prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Buckeye's intervention. Buckeye, however, reserves the right to investigate suspected violations of this Policy and to act based on such investigation. Such investigation may include gathering information from the user or users involved and from the complaining party, if any; and examining material on Buckeye's servers and network. During an investigation, Buckeye may suspend the account or accounts involved and/or remove material which potentially violates this Policy.

Buckeye will cooperate fully with law enforcement authorities in the investigation of suspected criminal violations. Such cooperation may include Buckeye providing the username, IP address, or other identifying information about a subscriber. Buckeye may also cooperate with other Internet Service Providers, telecommunications common carriers, or other network or computing facilities in order to enforce this Policy.

Upon termination of an account for any reason, Buckeye is authorized to delete any files, programs, data and email messages associated with the account.

The failure of Buckeye to take any action under this Policy in one instance shall not be construed as a waiver of any right to take such action in another instance at a later time.

Buckeye reserves the right to seek and obtain reimbursement from the Subscriber for any damage or injury to the Buckeye system, or to Buckeye's business, whether temporary or permanent, which is caused by the Subscriber, or by persons using the Subscriber's connection. Violations of the law will be referred to the appropriate authorities.

**This Acceptable Use Policy may be revised by Buckeye at any time.
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