

End-User Terms and Conditions

By using BEX WiFi Internet service (the “Service”), you expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of programs that can corrupt or damage your device. As a specific condition for your use of the Service, you agree that Buckeye Broadband (“Buckeye”) is NOT liable for any such security issues, including without limitation interception of transmissions, computer worms or viruses, loss of data, file corruption, hacking, or damage of any kind to device or devices.

Use of the wireless network is subject to the general restrictions outlined herein. Buckeye reserves the right permanently to disconnect devices from the network based on abnormal, illegal, or unauthorized behavior. Such behavior includes without limitation:

- **Spamming and invasion of privacy** – Sending of unsolicited bulk and/or commercial messages over the Internet using the Service, or using the Service for activities that invade another’s privacy;
- **Intellectual property right violations** – Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party;
- **Illegally or unauthorized access** – Attempting to access someone else’s computers, accounts, equipment or networks without permission; or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration (i.e., port scans, stealth scans, or other information gathering activity);
- **The unlawful transfer of technology, software, or other materials**—Using the system contrary to, or in an attempt to circumvent, local, state, or federal regulations on the transfer of money, technology, software, or anything else;
- **Uttering threats**, whether against person or property;
- **Distribution of pornographic materials or other inappropriate content to minors;**
- **Child pornography;**
- **Using the Service in violation of applicable law and regulation**— This includes without limitation advertising, transmitting, or otherwise making available ponzi or pyramid schemes; fraudulently charging credit cards; pirating software; making fraudulent offers to sell or buy products,

items, or services; or otherwise using the Service as a tool in unlawful conduct.

Other examples of Unacceptable Uses—The following are representative examples only and do not comprise a comprehensive list of unacceptable uses: High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e. torrents); obscene or indecent speech, images, or other communications; transmitting, posting, or otherwise making available defamatory, abusive, or threatening material or language that encourages bodily harm or destruction of property or harasses another; forging or misrepresenting the origin of any message or other communication; facilitating violation of these Terms of Use; hacking; distributing, promoting, or in any way encouraging the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks; disrupting the use of or interfering with the ability of others to effectively use any connected network, system, service, or equipment; advertising, transmitting, or otherwise making available any product or service that is designed to violate these Terms of Use; seeking information on passwords or data belonging to another user; making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others; and intercepting or examining the content of messages, files or communications in transit on a data network. In addition, the sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale, is specifically prohibited.

You also agree to our privacy policy located BELOW.

PRIVACY POLICY:

1. Introduction

Buckeye is committed to protecting the privacy of your personal information. This Privacy Statement provides information explaining how BEX WiFi Service and related sites (the “Service”) collect, use, and share information collected from Users, as well as the choices you have regarding our use of this information. Acceptance of this Policy is a condition of using the Service; please read the entire Policy before using or submitting information to the Service.

Links to Other Websites

This Privacy Statement only addresses collection, use, and disclosure of your information by BEX WiFi Service. Through your access to the Internet, you may be linked to other websites with different privacy practices. If you choose to click on

such a link and visit another website, be aware that that website's privacy policy will govern your information. We encourage you to carefully read and review the policies and practices of the websites you visit.

Definitions

Privacy Statements can often contain confusing terminology. To help you better understand our privacy practices, here is what we mean when we say:

Cookies: Cookies are small text files created by a web server that are delivered through a web browser and stored on your computer or device. Cookies are used to identify your device and record your preferences and other data so that the website can personalize your visit(s). There are several types of cookies. For example, many websites use their own cookies ("first-party cookies") to make their websites run more smoothly by doing things like keeping track of items in your shopping cart. Some websites also provide space for "third-party cookies," which are placed on your browser by companies different from the company that runs the website you are visiting and may be used to remember parts of your online activities in order to deliver personalized ads or analyze web traffic.

Web beacons: A small, transparent graphic image (also known as a tracking pixel) located on a web page or HTML email that is often used with a cookie. Web beacons are generally invisible because they are very small and the same color as the background of the Web page or email message.

Personally Identifiable Information (PII): Information that directly identifies or reasonably can be used to figure out the identity of a user, such as your name, address, phone number, and email address. Personal information does not include information that has been made anonymous so that it does not identify a specific user.

2. How Your Information is Collected and Used

Buckeye may collect information from you in three ways: 1) information that you voluntarily provide to us; 2) information that we collect automatically when you visit or interact with our website(s); and 3) information that you've indirectly shared through supplying your e-mail or social information.

If you do not want us to collect information, disconnect from the BEX WiFi network and close this browser window.

(a) Information You Provide

BEX WiFi collects personally identifiable information that you provide to us when you communicate with us or when you chose to join or access Service. When you choose to join or access the Service, you may be asked to provide your email addresses, zip or postal code, first and/or last name, and other information on forms or based on your location or IP address.

This personally identifiable information may be used:

- to respond to your requests;
- to contact you with information that might be of interest to you, for analytical and research purposes;
- to contact you for advertising purposes;
- to develop and improve our programs, services, and content;
- to enforce this Privacy Statement and the other rules about your use of the Website;
- to protect our rights or property;
- to protect an individual's health, safety, or welfare; and
- to comply with a law or regulation, court order, or other legal process.

(b) Information We Collect Automatically

BEX WiFi automatically collects information from your device's web browser about your device and your visit to our Hotspot or website(s). For example, this information includes the type of browser you are using, the last website you visited before accessing the Service, the different areas of our website that you visit, the date and time you accessed the Service or our site, and your approximate location based on your IP address. The Service uses technologies, including cookies and web beacons, to collect such information. In addition, we collect information that is available via third-party social media companies based on information that you have entered.

Cookies, Web Beacons, and Other Tracking Technologies

BEX WiFi or its third party agents may use cookies, web beacons, and other tracking technologies to collect information about you when you interact with our website(s) or email. Such information allows us to:

- Develop personalized programs, services, or content;
- Customize the information or services that are of interest to you on our website;
- Tailor our communications to you;

- Determine whether an email has been opened and links within the email have been clicked; and
- Create and improve Service features

(c) Advertising & Analytics Services

BEX WiFi engages third-party service providers to serve Advertisements on our behalf and to provide analytics services. These service providers may use cookies, web beacons, and other technologies to collect information about use of the Service; this information is used to analyze data, determine the popularity of specific content, and deliver advertising based on your interests. If you would like to learn more about your choices with regards to interest-based ads, you can visit www.YourAdChoices.com.

3. How Your Information Is Shared

BEX WiFi may disclose your personally identifiable information in the following contexts:

Consent

Bex WiFi will only disclose your personal information to third parties with your consent. We obtain such consent in writing, or online through “click-through” agreements. In addition, you specifically grant consent to share any information you supply upon connection to the Service.

Service Providers

Bex WiFi may share your personally identifiable information with other companies that perform services on our behalf (for example, companies that manage, maintain, and perform analytics on our mailing distribution lists). These service providers are permitted to use the information only for the purpose provided to them and in a manner that is consistent with this Privacy Statement. We require our service providers to comply with industry standards around security, retention, and use of any personal information that we provide to them or that they collect on our behalf.

Our Clients

Bex WiFi may share your personally identifiable-information with third parties, including without limitation related companies; marketing partners; service-providers; advertisers; vendors; and promoters.

Legal Purposes

BEX WiFi may access, monitor, use, or disclose your personally identifiable information or communications if necessary to comply with the law (for example, to comply with a search warrant, subpoena, or court order); to respond to emergencies; to enforce an agreement with you; to protect our rights or property, or the rights or property of our agents, vendors, service providers, members, and customers; or in the case of a corporate sale, merger, dissolution, or acquisition.

Some of the information that the Service collects is non-personally identifiable that cannot be directly used to identify or reasonably used to identify an individual. BEX WiFi may also take steps to anonymize or aggregate personal information in order to create non-personally identifiable information. This Privacy Statement does not restrict the disclosure to third parties of non-personally identifiable information.

4. Data Protection And Security

The security of your information is important, and therefore BEX WiFi follows generally accepted industry standards to protect the security and confidentiality of your information while it is under our control. We maintain physical, technical, and administrative safeguards to protect against the loss, misuse, and unauthorized access of your information.

5. Consumer Controls and Protection

Correspondence

If you wish to unsubscribe from e-mail communications send by affiliated businesses, you must follow the process provided by those affiliated businesses. If you wish to unsubscribe from e-mail communications sent by BEX WiFi, you must follow the process outlined in the communication. If you have questions or comments about this Privacy Statement or the practices of BEX WiFi, you may contact us at 419-724-9800.

Managing Cookies

You can manage cookie setting by using tools available on most Internet browsers, and depending upon which web browser you use, you may be able to adjust your settings to reject or delete cookies. Please follow the process applicable to your preferred browser. However, please note that choosing to reject cookies may result in the loss of some functionality of our website(s).

6. Notices and Changes to Our Privacy Statement

From time to time, we may modify this Privacy Statement. Amendments to this Privacy Statement will be available upon sign-up and at <http://www.buckeyecablesystem.com/company/legal.html>, and will be effective once posted. We will post a notice on the Terms page of the BEX WiFi website if we make a material change to this Privacy Statement. Your continued use of this site and the Service following the posting of any amendment shall constitute your acceptance thereof.