

TH Draft Dated September 5, 2013

Conneaut Telephone Company d/b/a Suite 224 Internet Retail Terms and Conditions

These Retail Terms and Conditions (the “Terms”) supplement the related specific agreement for retail telephone, internet, and/or cable service (together with the Terms, the “Retail Agreement”) between you (“you”, or “Customer”) and Conneaut Telephone Company d/b/a Suite 224 Internet (“Suite 224”). Unless modified in writing, these Terms will be deemed a part of and are hereby incorporated by reference into the Retail Agreement. Suite 224 and you may each individually be referred to as a “Party” and collectively as the “Parties.”

1. **Agreement for Service.** You will have accepted and be bound by these Terms by acceptance of the Retail Agreement, and by your use of any of the services contemplated herein.
 1. **Services.** Suite 224 furnishes the products or services (the “Services”) identified in the Retail Agreement to you on the condition that it will be used only for authorized and lawful purposes, provided such purposes do not interfere with or impair Suite 224’s network or equipment (the “Network”).
 2. **Services Subject to Availability.** The Services are offered subject to the availability of facilities and may be limited from time to time for reasons beyond Suite 224’s control. Suite 224 has the right to limit the manner in which any portion of its Network is used to protect the Network’s technical integrity.
 3. **Term of Agreement.** You agree that the term of the Retail Agreement shall be for so long as you receive the Services (the “Term of Agreement”), or as otherwise set forth in the Retail Agreement or agreed between the Parties.
 4. **Cancellation.** If you cancel or otherwise terminate Services before the completion of the Term of Agreement or any subsequent renewal Term of Agreement, you will be subject to liability for termination as set forth in the Retail Agreement or as otherwise agreed between the Parties.
 5. **Changes to Services.** Subject to applicable law, Suite 224 has the right to change its Services or Equipment at any time with or without notice. Suite 224 also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. Any such modification, change, addition, or replacement shall be carried out at Suite 224’s own expense and Suite 224 shall use reasonable efforts to ensure it does not materially detract from, reduce, or impair the overall performance or operation of the Services, or require any material alteration to the Network physical interface or protocol used by you when using the Services.
 6. **Notice and Acceptance of Changes to Services.** Notice, if applicable, may be provided on your monthly bill, as an insert with your monthly bill, in a letter or email, or in a newspaper or other communication permitted under applicable law. If you find a change in the Services unacceptable, you have the right to cancel

your Services, subject to the terms of the Retail Agreement. Continued receipt of the Services after the change will constitute your acceptance of the change.

7. **Limited Use of Services.** You agree that the Services and Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You may not provide the Services to any person who is not a member or guest in your household, or to persons outside your premises, whether for a fee or otherwise. You will take reasonable precautions to prevent others from gaining unauthorized access to the Services.
 8. **Acceptable Use Policy.** The Acceptable Use Policy is deemed a part of and is hereby incorporated by reference into the Retail Agreement. As such, you agree to abide by and accept all the terms and conditions as set forth in the Acceptable Use Policy.
 9. **Resale of Services.** Unless authorized in writing by Suite 224, you may not resell any portion of the Services to any other party.
2. **Charges and Billings.**
1. **Charges.** You agree to pay all charges associated with the Services as set forth in the Retail Agreement, including, but not limited to, installation charges, service call charges, monthly recurring and non-recurring charges, equipment charges, and applicable federal, state, and local taxes, fees, assessments and surcharges (the "Charges"). You will be responsible for paying any government imposed fees and taxes that become applicable retroactively. Not all fees apply to all Services.
 2. **Billing and Payment.** Unless otherwise provided in the Retail Agreement, payment for the Charges shall be due 30 days from the date on the bill. Suite 224 may change its prices and fees in the future. If a bill is not paid by the due date, it will be considered past due. Suite 224 shall issue bills for monthly recurring charges to you monthly in advance of the month in which the Services are provided. [* KEN, PLEASE CONFIRM THAT 30 DAYS IS CORRECT *]
 3. **Credit Approval.** The Retail Agreement is subject to establishing your creditworthiness. Suite 224 may request an advance payment and/or deposit before providing the Services.
 4. **Penalties for Late Payment.** [* KEN, ARE THERE ANY SPECIFIC PENALTIES TO MENTION? LATE FEES, RECONNECTION FEES, ETC.? *]
 5. **Third-Party Charges.** You acknowledge that you may incur charges with third-party service providers such as accessing on-line services, calling parties who charge for their services, purchasing or subscribing to offers on the Internet, or otherwise that are separate from Suite 224's Charges. You are solely responsible for any and all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of personal and financial information provided to others in connection with such transactions.
 6. **Payment by Credit Card.** The use of a credit card to pay for any Charges is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If Suite 224 does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due.

3. **Installation, Service, and Equipment.**

1. **Date of Installation/Service.** Suite 224 shall use its reasonable efforts to make the Services available to you by the requested date of installation/service, but makes no guarantee as to the specific date of availability. Suite 224 shall not be liable for damages resulting from delays in meeting the date of installation/service. Suite 224 will use its best efforts to notify you of any such delays.
2. **Customer Responsibilities.** You are responsible for arranging all necessary rights of access for Suite 224, including space for cables, conduits, and equipment as necessary for Suite 224-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all facilities and equipment provided by Suite 224. You shall provide a secure space and electrical power, climate control, and protection against fire, vandalism, and other casualty for Suite 224's equipment. You shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between you and third parties. You are responsible for ensuring that your equipment is compatible for the Services selected and with the Network.
3. **Demarcations.** The Services will be installed and terminated at the established premise demarcation point. The support, maintenance, repair, and moves of or to the demarcation point are your responsibility, not Suite 224's. Demarcation extensions are your property and responsibility.
4. **Space & Access.** You shall provide at no charge, as specified from time to time by Suite 224, any needed personnel, equipment space, and power to operate Suite 224 facilities and equipment installed on your premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on your premises. Suite 224 shall have reasonable access to the conduit to your premises.
5. **Equipment.** You may not, nor may you permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by Suite 224 (together the "Equipment"), except upon the written consent of Suite 224. Unless otherwise provided herein, you agree that Suite 224 shall retain all rights, title, and interest to the Equipment, and that you shall not create or permit to be created any liens or encumbrances on the Equipment. Internal wiring shall not be considered Equipment and shall become your property upon installation or initiation of Services. You, as the Customer, shall:
 6. Not permit tampering, altering, or repair of the Equipment by any person other than Suite 224's authorized personnel;
 7. Return the Equipment in good condition at the expiration or termination of the Retail Agreement, ordinary wear and tear resulting from proper use excepted;
 8. Be responsible for the value of the Equipment in the event the Equipment is not returned to Suite 224 in good condition. Suite 224 shall repair its Equipment at no charge to you provided that damage is not due to the intentional or negligent acts of you or any person other than a representative of Suite 224;

9. Be responsible for any additional Equipment, including but not limited to, television monitors, computers, circuits, software, or other devices, that are required to use the Services.
10. **Maintenance.** Suite 224 shall be responsible for the maintenance of the Network and its Equipment and shall have the right to charge you for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Suite 224 or to repair damage or cure interruptions caused by you or your equipment. Suite 224 may pass to you charges from third parties incurred in connection with establishing or maintaining Services including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.
11. **Cable Modems.** In order to maintain Data Over Cable Service Interface Specification (DOCSIS) certification and to ensure that all customer premise equipment (cable modems) are functioning to the specifications set by Suite 224, Suite 224 reserves the right to upgrade, via software download and without subscriber notification, all cable modems currently connected to its HFC (hybrid fiber coaxial) Network.
12. **Unsupported Configurations.** Neither Suite 224 nor any of its suppliers or agents warrant the installation, access, operation, or use of the Services on Customer equipment that does not meet Suite 224's minimum technical or other specifications (an "Unsupported Configuration"). Suite 224 reserves the right to deny you customer support or terminate Services, if you use an Unsupported Configuration.
13. **Unauthorized Devices or Tampering.** You agree not to attach or assist any person to attach, any unauthorized device to our Network or Equipment. You also agree that you will not attach anything to your internal wiring which impairs or degrades the integrity or quality of our Network. Suite 224 reserves the right to deny you customer support or terminate Services, if you make or assist any person to make any such unauthorized connection or modification.
4. **Limitation of Liability.** The limitations of liability set forth in this Section 4 apply to any acts, omissions, and negligence of Suite 224 and its underlying third-party service providers, agents, suppliers, distributors, licensors, and business partners which, but for that provision, would give rise to a cause of action for damages, in contract or in tort.
 1. **Services or Equipment Interruption.** Suite 224 shall not be liable for damages arising from (i) a failure to furnish or interruption of the Services; (ii) any failure or errors in signal transmission, lost data, files or software damage regardless of the cause; (iii) an unauthorized access of your transmission facilities or your premise equipment; or (iv) unauthorized access to or alteration, theft, or destruction of your data files, programs, procedure, or information through accident, fraudulent means or devices, or any other method.
 2. **Parties and Property.** Suite 224 will not be liable for claims or damages, except to the extent such damages were caused by Suite 224's negligence, that resulted from or were caused by (i) your fault, negligence. or failure to perform your responsibilities; (ii) claims against you by any other party; (iii) any act or omission of any other party; (iv)

equipment or services furnished by a third party; or (v) damage to property or for injury to any person arising from the installation or removal of Equipment.

3. **Limit to Damages.** For any claim arising under or related to the Retail Agreement, your damages, if any, will be limited to those actually proven as directly attributable to Suite 224, except that (i) Suite 224 will not be liable under any circumstances for any indirect, incidental or consequential damages, including, but not limited to lost profits, even if Suite 224 has been advised of the possibility of such damages; and (ii) Suite 224's liability for damages to you for any cause whatsoever, regardless of the form of action, shall not exceed the charges paid by you for the portion of such Services that were unavailable or inoperative for the period of time that such Services were unavailable or inoperative.
4. **Suite 224 Internet E-mail.** Suite 224 offers e-mail service to all Suite 224 Internet subscribers. However, Suite 224 cannot guarantee the integrity, privacy, or delivery of your e-mail messages once they are sent from any of its mail server(s). Suite 224's mail server(s) send and receive e-mail, but Suite 224 cannot guarantee that your e-mail will arrive at its destination. Many problems are caused by incorrect addresses or network problems which are beyond Suite 224's control.
1. **Limited Warranty.** SUITE 224'S S EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SUITE 224 NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS, OR BUSINESS PARTNERS WARRANT THAT THE EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OPERATE AS REQUIRED WITHOUT DELAY OR WITHOUT ERROR; NOR DO THEY WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WARRANT THE ACCURACY, COMPLETENESS, OR VALIDITY OF THE DATA OR INFORMATION COMMUNICATED THROUGH THE EQUIPMENT OR SERVICES. SUITE 224 MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.
2. **Indemnification and Liability of Customer.** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SUITE 224 AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS, AND BUSINESS PARTNERS, AND SHALL REIMBURSE SUITE 224 FOR ANY DAMAGES, LOSSES, OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT FROM (a) YOUR USE OF THE SERVICES OR EQUIPMENT; (b) A VIOLATION OR

INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICES OR EQUIPMENT; (c) INFORMATION, DATA, OR MESSAGE, TRANSMITTED OVER THE NETWORK BY YOU, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR LIBEL, SLANDER, INVASION OF PRIVACY, INFRINGEMENT OF COPYRIGHT, AND INVASION AND/OR ALTERATION OF PRIVATE RECORDS OR DATA; AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

3. **Other Provisions.**

1. **Assignment.** You may not assign or transfer any part of the Retail Agreement without the prior written consent of Suite 224. Suite 224 may assign the Retail Agreement upon notice to you, and the Services may be provided by one or more of Suite 224 affiliates, successors, or assigns.
2. **Severability.** In the event that one or more of the provisions in the Retail Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from the Retail Agreement, and the balance of the Retail Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Retail Agreement as revised shall be consistent with the Parties' original intent.
3. **Governing Law & Regulatory Authority.** The interpretation, performance, and enforcement of Retail Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof. Each Party hereby agrees for itself and its properties that the courts sitting in Ashtabula County, Ohio shall have sole and exclusive jurisdiction and venue over any matter arising out of or relating to the Retail Agreement, and hereby submits itself and its property to the venue and jurisdiction of such courts. As applicable, the Retail Agreement and these Terms are also subject to federal and state laws and regulations. The Retail Agreement and the obligations of the Parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders.
4. **Force Majeure.** Except with respect to the obligation to pay, neither Party shall be liable to the other for any loss or damage that may be suffered by the other Party, or for any failure to perform its obligations under the Retail Agreement, to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labor disturbance, the act or omission of government, highway authorities or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Services or any part thereof. In the event of such force majeure condition, the time for performance of that Party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the force majeure condition.
5. **Waivers.** No provision of the Retail Agreement can be waived except by a writing signed by the waiving Party. A waiver or consent to nonperformance in any respect at any time does not constitute waiver with respect to any other nonperformance.

6. **Entire Agreement.** The Retail Agreement, together with these Terms, is the entire agreement of the Parties hereto, superseding any and all other agreements, written or oral, in respect of the subject matter hereof, except as explicitly referred to herein.
7. **Amendments.** Suite 224 has the right to amend these Terms at any time. Your continued use of the Services following notice of an amendment to these Terms shall constitute your acceptance of the amended Terms. If you find a change in the amended Terms unacceptable, you have the right to cancel your Services.
8. **Notice.** Suite 224 shall deliver all notices and other communications to the address or email that you designated on the Retail Agreement, except that Suite 224 shall use any address that you subsequently and separately designate for the purpose of receiving bills. The Retail Agreement contains the proper contact information by which you may direct all billing and inquiries about the Services, and any other notices or communications. Notices and other communications of either Party, and all bills mailed by Suite 224, shall be presumed to have been delivered to the other Party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.