

BTC Broadband Wi-Fi Terms and Conditions of Use

**Please read the following information carefully before using this service.
You may not use the service without accepting these Terms and Conditions.**

Welcome to the wireless high speed Internet access system ("Wi-Fi" System) of BTC Broadband. These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the BTC Broadband Wi-Fi System.

Acceptance of Terms and Conditions of Use

BY CLICKING ON "SIGN UP" ON THE BTC BROADBAND WI-FI SYSTEM SIGN-UP PAGE, YOU REPRESENT THAT:

- YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND
- YOU ARE AT LEAST 18 YEARS OF AGE.

If you do not agree to the terms of this Agreement, you may not use the BTC Broadband Wi-Fi System. Your electronic acceptance of the Agreement by clicking on "Sign Up" on the sign-up page has the same effect as if you had actually signed the Agreement. The effective date of this Agreement is the date that you click on "Sign Up".

Description of BTC Broadband Wi-Fi System/Service Availability

BTC BROADBAND will provide access to the Wi-Fi System at locations ("Enabled Locations") that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all of the BTC Broadband service areas.

Access to Internet

BTC BROADBAND does not screen or restrict access to any content placed on or accessible through the internet. BTC BROADBAND also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the internet you may receive or be exposed to content, goods or services which you consider improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that BTC BROADBAND is not liable for any action or inaction with respect to any such content on the internet accessible through the Wi-Fi System.

Your Responsibilities

You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi System, (2) comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi System and (2) all communications that you send or receive via the Wi-Fi System. BTC BROADBAND does not undertake the security of any data you send through the Wi-Fi System and it is your responsibility to secure such data.

Acceptable Use Policy

All users of the BTC Broadband Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. BTC BROADBAND does not actively monitor the use of the Wi-Fi System under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject BTC BROADBAND to liability or may violate this AUP. BTC BROADBAND may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi System.

The following constitute examples of violations of this AUP.

You agree to not use the BTC Broadband Wi-Fi System to:

- Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- Harm, or attempt to harm, minors in any way;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the BTC Broadband Wi-Fi System;
- Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
- Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other forms of solicitation;

- Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- "Stalk" or otherwise harass another; collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
- Resell the BTC Broadband Wi-Fi system without BTC BROADBAND's authorization;
- Use the BTC Broadband Wi-Fi system for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that BTC BROADBAND may disclose your communications and activities using the Wi-Fi System in response to lawful requests by government authorities, including Patriot Act requests, and judicial orders.

BTC BROADBAND request that anyone who believes that there is a violation of this AUP direct the information to csr@mybtc.com and include "WIFI" in the subject line. If available, please provide the following information:

- the IP address used to commit the alleged violation;
- the date and time of the alleged violation, including the time zone;
- evidence of the alleged violation; and
- your contact details including full name, email address and telephone number.

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

Termination

You agree that BTC Broadband may terminate this Agreement and cancel your access to the BTC Broadband Wi-Fi System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to perform any illegal activity. You further agree that in the event of termination for any reason, BTC BROADBAND will have no liability to you.

Notice of Problems or Complaints

If you experience a problem accessing or using the Wi-Fi System, report the problem by calling 918-366-8000 or by emailing support@mybtc.com and include "WIFI" in the subject line.

Indemnification

You shall defend, indemnify and hold BTC BROADBAND and its corporate affiliates and their respective officers, directors, employees, contracts, agents successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the BTC Broadband Wi-Fi System or any breach of this Agreement.

No Warranty

THE BTC BROADBAND WI-FI SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. BTC BROADBAND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BTC BROADBAND MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH BTC BROADBAND OR THE INTERNET GENERALLY. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND BTC BROADBAND DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY BTC BROADBAND OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

Limitation of Liability

BTC BROADBAND, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE BTC BROADBAND WI-FI SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.