

High Speed Internet Access Terms and Conditions of Service

November 2011

THESE TERMS AND CONDITIONS OF SERVICE APPLY TO HIGH SPEED INTERNET ACCESS SERVICES PROVIDED BY CINCINNATI BELL TELEPHONE COMPANY LLC ("CBT") and CINCINNATI BELL EXTENDED TERRITORIES LLC ("CBET") (COLLECTIVELY, "CINCINNATI BELL") UNDER THE TRADEMARKS **ZOOMTOWN**[®] AND **FIOPTICS**[™].

ZoomTown and Fioptics are high-speed Internet access services (individually, the "Service") provided to you by Cincinnati Bell, subject to your compliance with the terms and conditions set forth in this High Speed Internet Access Service Terms and Conditions of Service (hereinafter referred to as "Agreement").

Cincinnati Bell may revise the Agreement at any time and such revision shall be effective immediately upon either posting of the revised Agreement in the "Customer Support/Policies" area on the Web Site or notifying you via email or conventional mail.

You are responsible for periodic review of the Agreement and must be aware of any such revisions. If any revision to the Agreement is unacceptable to you, you may terminate your subscription to the Service as provided in Section 12 herein. Following notice of any such revision to the Agreement, your continued use of the Service shall be conclusively deemed acceptance of all such revisions. By accessing and using the Service, you represent and agree that you have read and agree to be bound by the terms and conditions of the Agreement. If you do not agree with the Agreement, please do not use the Service or register as a subscriber of the Service. Further, if you violate any of the terms and conditions contained within the Agreement, Cincinnati Bell may terminate and/or suspend your access to the Service without notice.

1. **Account**

By registering as a subscriber to the Service, you will receive an account ("Account") with a user ID and will be required to select a password. You are solely and legally responsible for all activities conducted through your Account and any sub-accounts or user names under your Account, and agree that you will only use the Service for lawful purposes. (You may permit another individual, including a minor, to use your Account subject to your supervision and with you retaining all legal responsibility for the Account.)

Finally, you agree to provide accurate and complete registration information and to update this information when it changes. Failure to provide such accurate, complete and updated information shall constitute a breach of this Agreement and unauthorized access to the Service, and may result in immediate termination of your Account and subject you to civil and/or criminal liabilities.

2. **Selection of a User Name**

You may not select or use the user name of another person or a name subject to the rights of any person other than you. You also may not use a user name that suggests to other subscribers the availability of Content (as defined in Section 5 below) that Cincinnati Bell, in its sole discretion, considers to be libelous, defamatory, invasive of privacy or publicity rights, threatening, abusive, illegal, obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable or would constitute or encourage a criminal offense, violate the right of any party, or otherwise give rise to liability, violate any law or in violation of the Agreement. Furthermore, you agree that you will not attempt to conceal or disguise your user name in any communications.

3. **Acceptable Use**

If Cincinnati Bell becomes aware, through subscriber complaints or otherwise, of any Content (as defined in Section 5 below) that is available by you, your customers, or generally made available through your Account or in a Public Area (as defined in Section 5.1.1 below), and Cincinnati Bell, in its sole discretion, considers such Content to be libelous, defamatory, invasive of privacy or publicity rights, threatening, abusive, illegal, obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable or would constitute or encourage a criminal offense, violate the right of any party, or otherwise give rise to liability, violate any law, or is in violation of the

Agreement, Cincinnati Bell shall have the right, but not the obligation to immediately remove such Content and/or to terminate your Account without notice. This policy applies to any Content made available by you, your customers, or generally made available through your Account.

As a subscriber, you agree not to use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Cincinnati Bell official, forum leader, guide or host, or falsely state or otherwise misrepresent your person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any 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 nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- h. upload, post, email, transmit or otherwise make available any material 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;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Service, servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l. "stalk" or otherwise harass another; and/or
- m. collect or store personal data about other users.

4. High-Speed Internet Access Privacy Policy

4.1. General

We respect your privacy and are committed to protecting personally identifiable information you may provide us by visiting our Websites or that we may obtain or collect from you with respect to your use of the Service. This High-speed Internet Access Privacy Policy is specific to the Service but should be read in conjunction with the Cincinnati Bell Privacy Policy. [Click here](#) to read the Cincinnati Bell Privacy Policy. (The Cincinnati Bell Privacy Policy describes the types of information we will collect about our customers in connection with your use of the Cincinnati Bell, ZoomTown and Fiopics websites.) This Privacy Policy will instruct you on how to manage the collection and use of your personal information in connection with your use of high-speed Internet access service. In the event of a conflict between this Privacy Policy and the Cincinnati Bell Privacy Policy, the terms of this Privacy Policy will control. This Privacy Policy is effective on the date posted above and may be amended from time to time.

4.2. Types of Information Collected

Cincinnati Bell collects and maintains the following types of information on high-speed Internet access subscribers:

- a. **Personally Identifiable Billing Information.**
This information includes your name, address, email address and telephone number, as well as financial account information (e.g. credit or debit card numbers, bank account numbers, etc.) which you have actively submitted, which may be required for billing purposes. If we obtained a credit report in connection with the opening of your account, it may also include information included in the credit report. As this information is of a very personal and sensitive nature, it is not used for any other purpose other than billing. This information is not shared or distributed beyond Cincinnati Bell.
- b. **Other Sources of Personally Identifiable Information.**
On occasion, Cincinnati Bell and its partners may run promotions in which we request personally identifiable information. This information may include, but is not limited to:
1. Name
 2. Address
 3. Telephone number
 4. Email address

Providing this information to Cincinnati Bell is strictly voluntary and necessary to participation in promotions or sweepstakes. If you do not want your personally identifiable information collected, please do not submit it to us.

- c. **Non-Personally Identifiable Information**
This information is data about usage and Service operation that is not associated with a specific personal identity. Examples of this type of information include the type of Internet browser and the type of computer operating system you are using. We collect and analyze non-personally identifiable information to evaluate subscribers' use of the Service and to enhance subscribers' online experience. Most non-personally identifiable data is collected via cookies or other analysis technologies.

4.3. How We Use Personally Identifiable Information

When you do provide us with personally identifiable information, we may use that information in the following ways:

- a. to contact you;
- b. to install, configure, operate, provide, support, and maintain the Service;
- c. to manage the network supporting the Service;
- d. to confirm you are receiving the level(s) of service requested and are properly billed;
- e. to make you aware of new products or services that may be of interest to you;
- f. to understand the use of, and identify improvements to, the Service;
- g. to detect unauthorized reception, use, or abuse of the Service;
- h. to determine whether there are violations of any applicable policies and terms of service;
- i. to obtain a credit report or to contact a creditor; and
- j. to comply with law.

4.4. Disclosure of Email Content

Cincinnati Bell will not randomly monitor or disclose the contents of private communication (e.g., email). However, Cincinnati Bell reserves the right, as permitted by law, to monitor or disclose the contents of private communication if it in good faith believes that such action is necessary under the following conditions:

- a. to comply with applicable law, regulation or valid legal process (e.g., warrant, court order);
- b. to protect and defend the rights or property of Cincinnati Bell; and/or
- c. in emergencies when personal safety is issue.

4.5. Email Contact from Cincinnati Bell

Cincinnati Bell is an ardent advocate of online privacy. As a result, we do not take SPAM or other Unsolicited Commercial Email (UCE) lightly. With this in mind, Cincinnati Bell may still

occasionally contact its subscribers via email. For this reason, Cincinnati Bell reserves the right to use its subscriber email database as follows:

- a. **Email Programs.** On occasion, Cincinnati Bell may elect to contact subscribers by email about forthcoming Services offerings or solicit subscriber assistance with our ongoing customer care and performance improvement programs. All such contacts will consist of a single, brief email describing the Services offered or customer care/Services improvement initiative. Subscribers will be given options as to how to respond with respect to the content of the email. With each such email, you will be given the opportunity to opt out of future emails of a similar nature.
 1. **Subscriber Surveys.** Cincinnati Bell is committed to providing outstanding customer service. As part of our ongoing performance improvement efforts, we will occasionally ask subscribers to participate in online surveys and other studies designed to improve the performance and usability of our products and Services. Participation in such surveys is always optional.
 2. **Notice of New Services.** Cincinnati Bell regularly adds new services and new features to its existing Services. Cincinnati Bell may contact its subscribers via email with information regarding these new Services. Cincinnati Bell provides its subscribers with the option to subscribe to these new features or Services, which will require some affirmative action on the part of the subscriber if they will increase subscribers' costs or fees. If the new features or Services will not increase the subscribers' costs or fees, Cincinnati Bell may provide subscribers with an opportunity decline installation of the new features or Services if feasible. In both cases, Cincinnati Bell will provide instructions in the email as to how to subscribe to or decline the Services, as well as how to opt out of receiving similar notices of new Services and features in the future where such new Services or features are optional.
- b. **Communications Related to Transaction Account, Website, and Maintenance Activities.** You may receive email communications from us related to your account, the Services, and website and Services maintenance activities. In the event of system upgrades, Cincinnati Bell may contact you via email with additional information and instructions relative to the changes. Upon receipt of these notices, you are responsible for any follow-up actions described therein. If the instructions are unclear, please contact the ZoomTown Help Desk at (513) 397-HELP (513-397-4357) or the Fioptics Help Desk at (513) 565-9890. Email System Notifications will only be distributed when absolutely necessary. Subscribers may not opt out of emails concerning System Notifications at this time.

4.6. Parental Consent

Our Services are marketed for purchase by adults or with the consent of persons 18 or older. From time to time, parents and guardians allow their children under 18 to browse our site. However, we do not knowingly allow anyone under 18 to provide any personal information on our websites. We are required to obtain verifiable parental consent before knowingly collecting any personally identifiable information from children under the age of 13. Children should obtain permission from a parent or guardian before sending personal information over the Internet.

5. Content

5.1. Subscriber Content

You are solely responsible for all information, technology, products, processes, data, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "Content") that you transmit through your Account and/or make available on or through your web site or any of your customer's web sites.

5.1.1 Submission of Content to Public Areas

"Public Area" means chat areas, public message boards, newsgroups or email functions offered as part of the Service. By submitting or uploading Content to any Public Area, you automatically grant to and/or warrant that the owner of such Content has expressly granted to Cincinnati Bell a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed for the full term of any Rights that may exist in such Content.

5.1.2 Compliance with Digital Millennium Copyright Act

You agree to fully comply with all provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") and to fully cooperate with Cincinnati Bell in its efforts to comply with the DMCA. Cincinnati Bell may investigate any reported violation of its policies or complaints of infringement relating to your use of the Service and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of your Account and access to the Service. In the event that you believe that any third party has infringed on any copyrighted material of yours, you shall provide Cincinnati Bell with notice in compliance with the provisions of the DMCA. Furthermore, you agree that Cincinnati Bell shall have no liability until such time as such notice has been actually received. If Cincinnati Bell receives a valid notice that your use constitutes alleged infringement, Cincinnati Bell will take action consistent with the requirements of the DCMA, including but not limited to terminating your Account and access to the Service. Please refer to the [Cincinnati Bell DMCA Policy](#) for more information.

5.2. Service Content

5.2.1 Accessing Content

You acknowledge that:

1. The Service permits access to Content that is or may be protected by copyrights, trademarks, patents or other proprietary rights (including intellectual property) ("Rights") owned by Cincinnati Bell and other third parties;
2. These Rights are valid and protected in all media existing now or later developed; and
3. Except as is explicitly provided otherwise, applicable copyright and other intellectual property laws shall govern your use of Content; provided, however, that such use does not grant you a license under any of the Rights in the Content described herein. All such Rights are retained by Cincinnati Bell and its affiliates and/or any third party owner of such Rights. Further, you agree that you may upload software files, message boards or otherwise transmit only Content that is not encrypted; Content that is not subject to any Rights; and/or Content for which any holder of Rights has given express authorization for its distribution.

5.2.2 Intellectual Property Rights in Content

You understand that rights in any Content, including any compilations on the Service, that is copyrighted by a third party, is claimed and reserved by Cincinnati Bell and may not be copied, used, uploaded, posted, transmitted, distributed or reproduced in any way without the express written consent of Cincinnati Bell. If you wish to obtain rights to copy any Content on the Web Site, please email your request to customer care@cinbell.com.

5.2.3 Use of Trademarks or Service Marks

The ZoomTown and Fioptics names and logos and all related product and service names, design marks and slogans (the "Marks") are the trademarks or service marks of Cincinnati Bell and its affiliate companies (collectively "Cincinnati Bell"). You are not authorized to use any of the Marks in any advertising, publicity, or in any other

commercial manner without the prior written consent of Cincinnati Bell. If you wish to obtain such authorization, please email your request to customer care@cinbell.com.

6. Hardware and Software

6.1. Customer System Requirements

In order to receive the Service, your computer must meet minimum system requirements. Current system requirements can be found at company.zoomtown.com or through a Cincinnati Bell sales representative.

Cincinnati Bell reserves the right to determine which hardware and software is deemed optimal for delivering the Service by performing certain software and hardware upgrades, including but not limited to: (i) distributing new equipment to be used in connection with the Service; and/or (ii) upgrading modem software and/or settings. Periodically, we will upgrade our network infrastructure. As this occurs, Cincinnati Bell reserves the right to establish new requirements by: (i) remotely upgrading or resetting modem equipment; and/or (ii) requiring Subscribers to install new equipment and software.

6.2. Hardware Agreement

6.2.1 Equipment

In order to receive the Service, you may need to install certain equipment in your computer system and/or home. You agree that all of the equipment listed below ("Equipment") has been provided to you and belongs to Cincinnati Bell. Cincinnati Bell grants you a non-exclusive, non-transferable limited license to use the Equipment to access Cincinnati Bell's network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft or physical damage to the Equipment is your responsibility.

1. ADSL modem, DOCSIS/cable modem, or fiber/GPON modem, as applicable and/or required
2. ZoomTown CD-ROM
3. Telephone Line Microfilters
4. Jack Splitter

6.2.2 Installation

You may either self-install the Equipment by following the Installation and Reference Guide or have Cincinnati Bell perform the installation. If Cincinnati Bell performs the installation, a premise visit charge will be assessed and billed to you on your Cincinnati Bell monthly bill. Cincinnati Bell assumes no responsibility or liability for damages to your computer as a result of your attempts to install the Equipment or any installation performed by Cincinnati Bell.

6.2.3 Termination

When terminating service, including porting out to another provider, your Cincinnati Bell representative will provide you a list of equipment that needs to be returned to Cincinnati Bell at any Cincinnati Bell retail location. You will be charged One Hundred Dollars (\$100.00) ("Equipment Termination Charge") appearing on your Cincinnati Bell monthly bill unless you return the undamaged equipment within 10 calendar days of termination. Should you return the undamaged equipment after the 10th calendar day of termination, you will see the Equipment Termination Charge and an equivalent credit on your monthly bill. You will not receive credit for your equipment return if the equipment is received after the 30th calendar day from termination.

6.2.4 Access to Equipment, Software and/or Facilities

You agree that you will not access or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by you to access and/or subvert any such equipment, software or facilities without permission, and/or any attempts by you to subvert

any network security measures of Cincinnati Bell or any other network shall entitle Cincinnati Bell to immediately terminate your access to the Service without notice.

6.2.5 Limitation of Liability; Disclaimer of Warranties

IN NO EVENT WILL CINCINNATI BELL BE LIABLE FOR ANY DAMAGES TO THE EQUIPMENT WHATSOEVER, INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DATA, LOST PROFITS, SAVINGS OR REVENUES, EVEN IF CINCINNATI BELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF THIS SECTION, "CINCINNATI BELL" IS DEEMED TO INCLUDE CINCINNATI BELL TELEPHONE COMPANY, ITS PARENT COMPANY AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM.

THE EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY THAT THE EQUIPMENT IS REASONABLY FIT FOR THE PURPOSE FOR WHICH IT IS TO BE USED AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION.

6.3. Software Agreements

6.3.1 ZoomTown Installation Software

For installation and support purposes, Cincinnati Bell may elect to install software ("ZoomTown Installation Software") on your computer to facilitate troubleshooting and the distribution and maintenance of desktop support. During installation, the ZoomTown Installation Software may read the following information from your computer operating system (hereinafter "Computer Information": (i) Operating name and version; (ii) total amount of RAM; (iii) amount of free disk space; (iv) network information; (v) resolution; (vi) NIC card type; and (vii) processor name and type. After reading the Computer Information, the ZoomTown Installation Software will upload all of the Computer Information into a single log file which will be stored on your computer operating system and the ZoomTown server and network.

With regard to the use and performance of the ZoomTown Installation Software, please consider the following:

1. ZoomTown Installation Software is licensed as a single product. Its component parts may not be separated or reverse engineered, decompiled, and disassembled.
2. JAVA SUPPORT: The ZoomTown Installation Software may contain support for programs written in java. Java technology is not fault tolerant.
3. LIMITATION OF LIABILITY: Cincinnati Bell is not liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the ZoomTown Installation Software or the provision of or failure to provide support services, even if Cincinnati Bell has been advised of the possibility of such damages.
4. Intellectual Property Rights: All copyrights, trademarks, patents, and/or other proprietary rights ("Intellectual Property Rights") in the ZoomTown Installation Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the ZoomTown Installation Software), the accompanying printed materials, and any copies of the ZoomTown Installation Software are owned by Cincinnati Bell. All title and intellectual property rights in and to the content that may be accessed through use of the ZoomTown Installation Software is the property of Cincinnati Bell or other third parties and may be protected by applicable copyright or other intellectual property laws and treaties. You may not copy the printed materials accompanying the ZoomTown Installation Software.

6.3.2 Third Party Software

As described above, components of the ZoomTown Installation Software and other maintenance software may be supplied by a third party. Where implemented, the following third party licenses,

incorporated herein by reference, are in full effect and your installation and use of the software indicates your acceptance of the license agreement. Third party software agreements currently in effect are: * Sun Microsystems, Inc. Binary Code License Agreement JAVA(tm) RUNTIME ENVIRONMENT VERSION 1.18-004 <http://java.sun.com/products/jdk/1.1/jre/LICENSE>

7. **Networking**

7.1. Networks not supplied or installed by Cincinnati Bell

The ZoomTown/Fioptics Helpdesk does not advise or assist with networking. Customer inquiries regarding networking will be directed to third party computer technicians and network equipment manufacturers.

During troubleshooting sessions where networked computers are present, the ZoomTown/Fioptics Helpdesk technician will ask the customer to disconnect their networked equipment from the Equipment and directly connect the hardware to one Windows-based or Apple computer. Doing so will help the technician diagnose issues with the Equipment at the customer's premises. Failure to comply with the ZoomTown/Fioptics technician's request in this matter will release Cincinnati Bell from responsibility for further diagnosis.

7.2. Networks supplied or installed by Cincinnati Bell

The ZoomTown/Fioptics Helpdesk offers technical support for networks and equipment supplied or installed by Cincinnati Bell. Cincinnati Bell networks are subject to the specific terms and conditions of the contract, terms of service and/or other customer agreement established and agreed to at the time of purchase and/or installation.

8. **Service Speed**

ZoomTown and Fioptics Services come in a variety of speeds. The availability of some service speeds may depend on the location of facilities in your neighborhood and on your street. Not all service speeds are available in all areas. The actual speed realized by the subscriber may vary based on a variety of factors including, but not limited to the capabilities or limitations of the customer's computer or other device; the number of computers or other devices in use in the customer's home network; the means of connecting to the Cincinnati Bell network (e.g., the condition of the home's inside wire or the type and condition of WiFi router); the distance of the home from the Cincinnati Bell broadband network aggregation point; and the performance of the content and application providers the consumer is accessing as well as their host network.

9. **Electronic Mail Policy**

9.1. Maximum Storage Duration

Cincinnati Bell reserves the right to limit in its sole discretion the space allocated for storage of your electronic mail and the time for which it will be preserved. Specifically, you will be permitted to store electronic mail messages on the mail servers for a period not to exceed ninety (90) days. Cincinnati Bell reserves the right to remove from our mail servers any and all electronic mail that is greater than 90 days old. Email removed from our mail servers will be deleted and therefore is not recoverable.

9.2. Maximum Storage Amount

You will be permitted to store an amount of electronic mail on the mail servers not to exceed 50 MB (megabytes) in size. Cincinnati Bell reserves the right to remove from the mail servers any and all messages that cause you to exceed this limit. Additionally, Cincinnati Bell reserves the right to refuse to accept delivery of any and all mail messages that would cause you to exceed any of the limitations described herein. Email removed from our mail servers will be deleted and therefore is not recoverable.

9.3. Account Inactivity

If you do not log in to your email account via WebMail or POP3 Access for more than 90 days, Cincinnati Bell reserves the right to designate your mailbox as "inactive", delete any existing opened

or unopened mail, and return incoming mail as "undeliverable". Inactive mailboxes may be reactivated. However, deleted mail is not recoverable.

9.4. Unsolicited Commercial Email

As a subscriber to the Service, you agree that you will not send Unsolicited Bulk Email (UCE) or "SPAM", or Commercial advertisements in USENET Newsgroups not intended for that purpose without the prior written consent of Cincinnati Bell. You understand that Cincinnati Bell may, in its sole discretion, immediately terminate your Account and access to the Service without notice if you send UCE, SPAM, or commercial advertisements in the USENET News groups.

10. Disclaimer of Warranties; Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, ITS CONTENT, AND RELATED SERVICES AVAILABLE ON OR LINKED TO THE ZOOMTOWN WEB SITE ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Cincinnati Bell is not responsible and shall not be liable for the listings or the advertisements contained on the Web Site, and Cincinnati Bell does not:

- a Guarantee the accuracy, completeness, usefulness or adequacy of any other web sites, services, goods or advertisements that may be linked to the Web site;
- b Make any endorsement, express or implied, of any other web sites, services, goods or advertisements that may be linked to the Web Site; or
- c Check for licenses with respect to licensed professions or trades prior to publishing advertisements and does not assume the responsibility for monitoring the use of trademarks, certifications, or other rights of third parties.
- d Warrant that the Service will be uninterrupted or error-free or that defects in the Service will be corrected. The Service and any Equipment or software made available are provided on an "as is" basis.

IN NO EVENT SHALL CINCINNATI BELL AND ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR: (I) BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE, USE OR DATA WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THE SERVICE, WEB SITE OR THE USE, RELIANCE UPON OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM THE WEB SITE EVEN IF CINCINNATI BELL OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH OR HYPERLINKED FROM THE SERVICE.

11. Indemnification

You agree to defend, indemnify and hold harmless Cincinnati Bell, its affiliated companies and their respective directors, officers, employees and agents from all liabilities, actions, suits, proceedings, claims, damages and expenses, including without limitation, reasonable attorney's fees, arising from or relating to your use of the Service, the Web Site and your Account. Cincinnati Bell reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

12. Termination

Either you or Cincinnati Bell may terminate your Account at any time and for any reason whatsoever. Your only right with respect to any dissatisfaction with the Web Site is to terminate your Account by delivering notice to Cincinnati Bell. Any such notice of termination will be effective upon its actual receipt by Cincinnati Bell.

13. Miscellaneous

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

14. Governing Law

The Service is operated from a site in the State of Ohio, United States of America. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles or conflicts of law.