

## **Fioptics+ Stream Service Addendum for Existing altafiber High-Speed Internet Subscribers**

Effective Date: May 3, 2026

This Fioptics+ Stream Service Addendum ("Addendum") modifies and supplements the Fioptics® High-Speed Internet Access Terms of Service ("Internet Terms") applicable to altafiber's Fioptics internet service. This Addendum applies only to a subscriber of both altafiber Fioptics High-Speed Internet Access and altafiber's Fioptics+ Stream Service ("Streaming Service").

Except as expressly stated in this Addendum, all provisions of the Internet Terms remain in full force and effect and are incorporated herein by reference. In the event of a conflict between the Internet Terms and this Addendum, the Fioptics+ Stream terms shall control solely with respect to the Streaming Service.

### **1. Service Description**

The Streaming Service allows a subscriber ("Subscriber" or "You") to stream live channels and related content through the altafiber Fioptics+ application ("App") on compatible devices using internet access.

The Streaming Service is *not* a cable television service. It relies fully on Subscriber's internet connection.

### **2. Incorporation of High-Speed Internet Access Terms**

Your use of the Streaming Service is expressly conditioned on continued adherence to the Internet Terms, including but not limited to:

- Account obligations and household-only use;
- Billing and payment terms;
- Privacy Policy governing collection and use of subscriber information;
- Requirement for parental consent;
- Equipment terms, including ownership of altafiber-provided hardware (if any) and restrictions on accessing or modifying such equipment; and
- Limitations of liability, indemnification, dispute resolution and arbitration provisions.

Nothing in this Addendum alters Subscriber's obligations under those provisions unless expressly stated.

### **3. Eligibility**

To subscribe to the Streaming Service, Subscriber must:

- Maintain an active altafiber Fioptics High-Speed Internet account;
- Use compatible devices and software, including the Fioptics+ App, required for streaming; and
- Have internet speeds sufficient to support streaming media.

If Subscriber's Fioptics High Speed Internet Access is disconnected, suspended, or terminated for any reason, the Streaming Service will likewise be suspended or terminated.

### **4. Streaming Service Features & Limitations**

#### **4.1 Internet-Dependent Performance**

The Streaming Service relies entirely on Subscriber's internet connection, whether Fioptics Internet Service provided by altafiber (i.e., at Subscriber's home) or service provided by another provider (i.e., outside of Subscriber's home). Available bandwidth may restrict the resolution and the number of concurrent streams delivered to Subscriber's home, impacting the number of programs Subscriber or members of Subscriber's household can watch at the same time. When used wirelessly, Fioptics+ set top box signal

quality and range may vary depending on interference, obstructions, and home construction. If signal quality or range is not sufficient, additional wiring or additional equipment may be required. A maximum of ten Fioptics+ set top box receivers are allowed per account. altafiber does not guarantee:

- Particular video quality or resolution;
- Uninterrupted streaming;
- Freedom from latency, buffering, or packet loss; or
- Compatibility with all third party devices.

#### **4.2 Channel Lineups & Content Availability**

Content availability may vary due to programming rights and technical limitations. Channels may be added or removed at any time.

#### **4.3 Equipment and App**

##### **a. Ownership of Equipment and Materials**

The Streaming Service does not require a set-top box, however, altafiber recommends the use of an altafiber-provided Fioptics+ set-top-box for optimal delivery of the Streaming Service. All equipment, facilities, wiring, set-top-boxes, and other materials provided by altafiber for use with the Streaming Service (collectively, "Equipment") shall remain the property of altafiber unless equipment is purchased from altafiber. You may not modify, disassemble, or otherwise tamper with any altafiber Equipment. altafiber reserves the right to determine the timing and content of software updates for the Fioptics+ set top box, which may be automatically downloaded and installed by altafiber without prior notice to you. Use of a third-party application ("app") on the Fioptics+ set-top-box is subject to the terms of use and privacy policy of the app provider. You should read and understand how your private information will be used before using a third-party app.

##### **b. Equipment Return**

If Service is terminated, Subscriber must return any Equipment to altafiber within fifteen (15) days. If the returned Equipment is (i) received by altafiber, (ii) is found to be in satisfactory working condition, and (iii) Subscriber has paid all service charges and any other applicable fees or charges (including after 12 months of good payment history, if applicable), Subscriber shall be entitled to the original amount of the deposit for the Equipment, without interest or earnings. If the returned Equipment is received by altafiber and is not found to be in satisfactory working condition, or if said equipment has been opened, tampered with, defaced, or damaged (normal wear and tear excepted) said Equipment deposit shall be forfeited and applied toward the cost of repair or replacement of the Equipment. Failure to return Equipment after Service is terminated or discontinued will result in a non-returned Equipment charge(s) being assessed as follows:

- Fioptics+ Set Top Box - \$100 per set top box
- Remotes and power cables - \$20 per item
- Damaged remote replacement cost - \$9.99

##### **c. Bring Your Own Device**

Third-party streaming devices such Apple TV, Amazon Fire Stick, Google /Android TV<sup>1</sup>, and mobile phones or tablets (iOS and Android) can generally be used for Fioptics+ Stream. Subscriber understands and

---

<sup>1</sup> GoogleTV and Android are trademarks of Google LLC; AppleTV is a trademark of Apple Inc.; and Amazon Fire Stick is a trademark of Amazon.com Inc.

agrees that the Streaming Service will be provided over third-party devices on an as-is basis, with no express or implied warranties. We do not endorse or warrant the performance of any included third-party apps or advertised third-party products or services which are accessible from the Fioptics+ set-top-box. All hardware policies (e.g., subscriber-owned gateways, altafiber-provided gateways, and Premium Technical Support fees) remain governed by Sections 6.1–6.2 of the Internet Terms.

#### **d. Fioptics+ App**

The Fioptics+ App is required for use of the Streaming Service, and altafiber reserves the right to update the Fioptics+ App as necessary without notice. altafiber does not guarantee the Fioptics+ App is compatible with all third party streaming devices, which is outside of altafiber's control and is subject to change at any time without notice. Features and functionality of the Fioptics+ App are subject to change without prior notice, and altafiber reserves the right to determine the timing and content of software updates for the Fioptics+ App, which may be automatically downloaded and installed by altafiber without prior notice to you.

#### **e. Number of Devices**

You may register a maximum of 8 unmanaged (Subscriber-owned) personal devices. A maximum of 5 unmanaged devices can concurrently stream live content depending on access rights of the channels being viewed. You can manage your registered devices by logging into your My altafiber account. altafiber reserves the right to determine which unmanaged devices are allowed to function with the Streaming Service.

### **5. Intellectual Property Rights**

#### **5.1 Content**

The Streaming Service permits access to programming and other content ("Content") that is or may be protected by copyrights, trademarks, patents or other proprietary rights (including intellectual property) ("Rights") owned by altafiber and other third parties. By utilizing the Streaming Service, you acknowledge that these Rights are valid and protected in all media existing now or later developed. You further agree that applicable copyright and other intellectual property laws govern your use of Content and that such right of access to the Content does not grant you a license beyond what is expressly permitted.

#### **5.2 Reproduction of Content**

You may not and may not permit other users of your Account to record, tape, or otherwise duplicate the Content except for your personal, non-commercial use.

#### **5.3 Compliance with The Digital Millennium Copyright Act Of 1998**

You agree to fully comply with copyright law and all provisions of the Digital Millennium Copyright Act of 1998 (the "**DMCA**") and to fully cooperate with altafiber in its efforts to comply with the DMCA. If altafiber receives a valid notice that your use constitutes alleged infringement, altafiber will investigate the allegation and will take action consistent with the requirements of the DCMA. Such action may include, but is not limited to, issuing warnings, suspending your access to Content, and/or terminating of your Account. In the event you believe a third party has infringed any of your copyrighted material, you must notify altafiber pursuant to the DMCA. See our informational webpage "File a Notice of Claimed Copyright Infringement" available at: <https://www.altafiber.com/about-us/terms-of-use/copyright-policy/dmca>. Further, you agree that altafiber shall have no liability until a notice has been received. Please refer to the altafiber Copyright Infringement Policy for more information, available at <https://www.altafiber.com/about-us/policies/copyright-policy>.

## 5.4 Software

altafiber grants you a limited, personal, noncommercial, nonexclusive and nontransferable license to use software (including software from third party licensors) that is: (1) installed on or downloaded to devices provided by altafiber (e.g., set-top-boxes); (2) devices you own or control to which altafiber authorizes downloading; and (3) access to and use of hosted services provided to you by altafiber or its suppliers in conjunction with your use of the Service (collectively, "Licensed Software"). altafiber or its suppliers may modify the Licensed Software at any time and for any reason, without notice, and may automatically download and install such modifications without prior notice.

Your use of the Licensed Software is governed by this Addendum and other terms that may be provided to you in writing by altafiber or the third-party licensor from time to time. Any software license granted to you herein is for the object code version of the Licensed Software only, is without the right to sublicense and shall terminate immediately upon any termination of this Addendum or the applicable service. Without limiting your obligations under law, you agree not to copy, modify, adapt, alter, translate, create derivative works, reverse engineer (except to the extent allowed under applicable law), disassemble, decompile, or otherwise attempt to reconstruct, obtain or perceive the source code from which any component of the Licensed Software is compiled or interpreted, and you hereby acknowledge that nothing in this Addendum shall be construed to grant you any right to use or otherwise obtain access to, any such source code. You may not take any steps to defeat any security measures in the Licensed Software. You may not make any unauthorized use of any Content available through any Licensed Software. Any reproduction, distribution, sale, sublicense, transfer or use of the Licensed Software not expressly permitted by this Addendum or any other applicable terms is expressly prohibited. The Licensed Software is licensed and not sold to you. altafiber and its suppliers retain title to and ownership of the Licensed Software and other intellectual Rights in and to the Licensed Software.

To the extent required by the license for the open source components of any Licensed Software ("Open Source Software"): (i) the terms of such license will apply to such Open Source Software instead of the terms of the license granted in this Agreement; and (ii) any restrictions prohibited by such license that are contained in this Agreement will not apply to such Open Source Software. Acknowledgements, licensing terms, and disclaimers for such Open Source Software are contained in a "Legal" or similar screen.

## 6. Billing & Charges

Billing for the Streaming Service will appear on the Subscriber's altafiber monthly bill and is subject to the same terms described in the Internet Terms including:

- Billing cycles
- Late payment rules
- Non-proration of final month
- Paper billing fees

## 7. Device Support

altafiber is not responsible for:

- Subscriber-owned devices;
- out-of-home internet service or speed;
- Third-party streaming devices; or
- Third-party device updates or compatibility issues.

The gateway and network support rules from the Internet Terms apply fully (e.g., support limitations for non-altafiber gateways and applicable charges). If an altafiber technician is required to dispatch to a residence to handle an issue with a non-altafiber streaming device, services charges will apply.

## **8. Privacy**

Streaming Service usage may involve the collection of device identifiers, content selections, and viewing data. Such data is governed by:

- The Internet-specific Privacy Policy in Section 4 of the Internet Terms; and
- The general altafiber Privacy Policy incorporated by reference therein.

To the extent streaming-specific data practices differ, those differences will be separately disclosed by altafiber.

## **9. Termination**

altafiber may suspend or terminate the Streaming Service:

- For any violation of this Addendum or the Internet Terms;
- If your Internet Service is suspended or terminated; or
- For any reason permitted by the termination provisions in Section 17 of the Internet Terms.

Upon termination of Internet Service and/or Streaming Service, Subscriber must return any altafiber-provided equipment.

## **10. Modifications to This Addendum**

altafiber may revise or update this Addendum in the same manner described for revisions to the Internet Terms (e.g., posting updates, email notices, bill messages). Revisions take effect as stated in such notices and are binding upon continued use of the Streaming Service.