

## High-Speed Internet Access Terms of Service

January 2026

THESE TERMS OF SERVICE APPLY TO HIGH-SPEED INTERNET ACCESS SERVICES PROVIDED BY CINCINNATI BELL TELEPHONE COMPANY LLC and CINCINNATI BELL EXTENDED TERRITORIES LLC (COLLECTIVELY, "altafiber") UNDER THE **FIOPTICS®** TRADEMARK.

Fioptics is high-speed Internet access service (the "**Service**") provided to you by altafiber, subject to your compliance with the terms and conditions set forth below (the "**Terms**"). Any terms or conditions included on any Work Order, point-of-sale purchase receipt, E-SIGN recording of a non-written contract, Promotional Offer, Acceptable Use Policy, or Privacy Policy are incorporated into and made a part of these Terms. By accessing and using the Service, you represent and agree that you have read, understand, and consent to be bound by the Terms. If you do not consent to be bound by the Terms, do not use the Service or register as a subscriber of the Service and promptly call the Fioptics Help Desk at (513) 565-9890 to cancel the Service.

altafiber may revise the Terms at any time by posting a revised version on altafiber's website at the following address: <https://www.altafiber.com/about-us/terms-of-use/service-terms-conditions> or by notifying you by email, conventional mail, telephone, or on your altafiber monthly bill. You are responsible for periodic review of the Terms and must be aware of any such revisions. The modified Terms will become effective three (3) days after posting to the website or, if we notify you by email, conventional mail, telephone, or on your monthly bill, effective as stated in such message. By using the Service after any such modification, you agree to the latest version of the Terms. However, any changes to the resolution of disputes provisions in Section 13 will not apply to any disputes for which the parties have actual notice on or prior to the date the modification takes effect.

If any revision to the Terms is unacceptable to you, you may terminate your subscription to the Service as provided in Section 17 herein. Further, if you violate any of the Terms, altafiber may terminate and/or suspend your access to the Service without notice.

### 1. Account

Upon acceptance of your application for Service (which application may include a credit check) and receipt of any applicable deposit(s), you will become a subscriber to the Service. By registering as a subscriber to the Service, you will receive an account ("**Account**"). **Your Account is for residential use only.** You are solely and legally responsible for all activities conducted through your Account and any sub-accounts or usernames under your Account and agree that you will only use the Service for lawful purposes. You may permit another individual, including a minor, in your household to use your Account subject to your supervision, in which case you will retain all legal responsibility for the Account. altafiber has created an informational website with FAQs and tips about safeguarding your home network, viewable here: <https://www.altafiber.com/about-us/terms-of-use/copyright-policy>.

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 these Terms 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 Username

You may not select or use the username 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 Subscriber Content (as defined in Section 5 below) that altafiber, 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 Terms. Furthermore, you agree that you will not attempt to conceal or disguise your username in any communications.

### 3. Acceptable Use

If altafiber becomes aware, through subscriber complaints or otherwise, of any Subscriber Content (as defined in Section 5 below) that is made available by you or generally made available through your Account or in a Public Area (as defined in Section 5.1.1 below), that altafiber, 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 violate the Terms, altafiber shall have the right, but not the obligation, in its sole and absolute discretion to immediately remove such Subscriber Content and/ or to temporarily or permanently terminate your Account and access to the Service without notice. As a subscriber, you agree not to use the Service to:

- a.** upload, post, email, transmit or otherwise make available any Subscriber 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, an altafiber 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 Subscriber Content transmitted through the Service;
- e.** upload, post, email, transmit, or otherwise make available any Subscriber 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 Subscriber 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 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, disrupt, or cause a disruption to 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; OR
- m.** collect or store personal data about other users.

Any violation of this provision will constitute a breach of the Terms, and altafiber reserves the right in its sole and absolute discretion to temporarily or permanently suspend or terminate your access to the Service without notice.

## **4. High-Speed Internet Access -- Privacy Policy**

### **4.1. General**

altafiber respects your privacy and is committed to protecting personally identifiable information you may provide to 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 altafiber Privacy Policy, available at <https://www.altafiber.com/about-us/terms-of-use/privacy-policy>. The altafiber Privacy Policy describes the types of information we will collect about our customers in connection with your use of the altafiber, FiOptics, and Fuse websites. This High-Speed Internet Access 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. Should you have any questions related to the privacy of your data, please contact us at [privacy@altafiber.com](mailto:privacy@altafiber.com). In the event of a conflict between this Privacy Policy and the altafiber 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**

altafiber 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 altafiber.

**b. Other Sources of Personally Identifiable Information**

On occasion, altafiber 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 altafiber is strictly voluntary and necessary to participate 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 applicable law.

#### **4.4. Disclosure of Email Content**

altafiber will not randomly monitor or disclose the contents of private communication (e.g., email). However, altafiber 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 altafiber; and/or
- c. in emergencies when personal safety is at issue.

#### **4.5. Email Contact from altafiber**

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

- a. Email Programs.** On occasion, altafiber may elect to contact subscribers by email about forthcoming service offerings, changes to the Service, or to solicit subscriber assistance with our ongoing customer care and performance improvement programs. All such contacts will consist of a single, brief email describing the service(s) offered or subject to change or the 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.
- b. Subscriber Surveys.** altafiber 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.
- c. Notice of New or Changing Services.** altafiber regularly adds new services and new features to its existing services. altafiber may contact its subscribers via email with information regarding these new services. altafiber 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 the subscribers' costs or fees will increase. If the new features or services will not increase the subscribers' costs or fees, altafiber may provide subscribers with an opportunity to decline installation of the new features or services if feasible. In both cases, altafiber 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.
- d. Communications Related to Transaction Account, Website, and Maintenance Activities.** You may receive email communications from us related to your account, the Service, and website and Service maintenance activities. In the event of system upgrades, altafiber 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 Fi optics 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 Required; Use of Service by Persons Younger than 18**

Our Service is marketed and intended for purchase by adults, or with the consent of people 18 or older. From time to time, parents and guardians may permit their children under 18 to use the Service. However, altafiber does not knowingly allow anyone under 18 to provide any personally identifiable information, and altafiber does not knowingly collect personally identifiable information from, anyone under 18 via the Service. Furthermore, the law would require us to obtain verifiable parental consent before knowingly collecting any personally identifiable information from children under the age of 13. While altafiber does not collect personally identifiable information from children under the age of 13, all children should obtain permission from a parent or guardian before sending personal information over the Internet. Any violation of this provision may constitute a breach of the Terms and altafiber, its sole discretion, may suspend or terminate your access to the Service without notice.

### **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 that you transmit through your Account and/or make available on or through your web site or any of your customer's web sites (collectively referred to as "Subscriber Content").

##### **a. Submission of Subscriber 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 Subscriber Content to any Public Area, you automatically grant to and/or warrant that the owner of such Subscriber Content has expressly granted to altafiber 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 Subscriber 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 Subscriber Content.

## **b. Compliance with Digital Millennium Copyright Act**

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. altafiber 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, and suspension or termination of your Account and access to the Service. If altafiber receives a valid notice that your use constitutes alleged infringement, altafiber will take action consistent with the requirements of the DCMA, including but not limited to terminating your Account and access to the Service. In the event that you believe that a third party has infringed any copyrighted material belonging to you, you shall provide altafiber with notice in compliance with the provisions of 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>. You agree that altafiber shall have no liability until such time as such notice has been actually received. Please refer to the altafiber Copyright Infringement Policy for more information, available at: <https://www.altafiber.com/about-us/terms-of-use/copyright-policy>

## **5.2. Provider Content**

### **a. Accessing Provider Content**

You acknowledge that:

1. The Service permits access to information, technology, products, processes, data, communications, software, and other material and services (collectively, “Provider 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;
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 altafiber 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.

### **b. Intellectual Property Rights in Provider 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 the relevant third party owner and may not be copied, used, uploaded, posted, transmitted, distributed or reproduced in any way without the express written consent of the owner. If you wish to obtain rights to copy any Provider Content on the altafiber website, please email your request to [customercare@altafiber.com](mailto:customercare@altafiber.com).

### **c. Use of Trademarks or Service Marks**

The Fi optics, and Fuse names and logos and all related product and service names, design marks and slogans (the “Marks”) are the trademarks or service marks of altafiber and its parent or affiliate companies (collectively “altafiber”). 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 altafiber. If you wish to obtain such authorization, please email your request to [customercare@altafiber.com](mailto:customercare@altafiber.com).

## **6. Computer/Laptop Specification Recommendations**

### **6.1. Computer/Laptop Specification Recommendations**

In order to receive the Service, your computer must meet minimum system requirements and you must use a compatible modem/gateway as set forth below. You can use the gateway supplied by altafiber or you can bring your own gateway. However, altafiber cannot guarantee speed or coverage when using a customer-supplied gateway.

#### **For 1 Gig (or lower) connections:**

- Microprocessor: 5th generation (2015) Intel Core i7 Dual Core Processor or higher.
- Memory: 8 GB RAM.
- Ethernet Port: 10/100/1000 or Gigabit Ethernet.

- Operating System: Windows 8.1 or better, or Mac OS 10.6 or higher.
- Wi-Fi 6 or better (Wireless speeds are dependent on many factors including Wi-Fi client capabilities, signal strength and building construction. Wireless speeds will always be less than maximum wired speeds.)
- 1Gb Ethernet switch for more wired devices if required

**For 2 Gig connections:**

- Microprocessor: 10th generation (2020) Intel Core i7 Quad Core Processor or higher.
- Memory: 16 GB RAM.
- Ethernet Port: 2.5Gb Ethernet.
- Operating System: Windows 10 (64 bit) or better, or Mac OS 11 or higher.
- Wi-Fi 6e or better (Wireless speeds are dependent on many factors including Wi-Fi client capabilities, signal strength and building construction. Wireless speeds will always be less than maximum wired speeds.)
- 2.5Gb Ethernet switch for more wired devices if required

**For above 2 Gig connections:**

- Microprocessor: 14th generation (2023) Intel Core i7 Eight Core Processor or higher.
- Memory: 32 GB RAM.
- Ethernet Port: 10Gb Ethernet
- Operating System: Windows 11 (64 bit) or better, or Mac OS 14 or higher
- Wi-Fi 7 or better (Wireless speeds are dependent on many factors including Wi-Fi client capabilities, signal strength and building construction. Wireless speeds will always be less than maximum wired speeds)
- 10Gb Ethernet switch for more wired devices if required

altafiber recommends using altafiber-provided gateway/modem as our modems/gateways are specially configured to provide optimum service and to enable altafiber to remotely troubleshoot issues should you require technical support. If you choose to provide your own modem/gateway, altafiber cannot guarantee that your service will work and charges may apply for technical in-person support. The charges for this technical support can be found as follows:

Description	Price
<b>Premium Technical Support – Standard Session</b> /Single PTS session lasting between 20 and 60 minutes	\$75.00/ one time
<b>Premium Technical Support – Advanced Session</b> /Single PTS session lasting more than 60 minutes	\$125.00 / one time
<b>Premium Technical Support – Diagnostic Fee</b> /Single PTS session where customer committed to a one-time session, but we were unable to repair a PC, equipment, or software on an NRC call.	\$40.00 / one time
<b>Premium Technical Support –</b> Unlimited Monthly support for users to avoid one-time fees (Requires a 12 month contract)	\$14.99 per month

altafiber reserves the right to determine which hardware and software is deemed optimal for delivering the Service, and to require that you use it, 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, altafiber 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. If you provide your own modem/gateway, you will be responsible for upgrading your equipment and will incur charges for altafiber technical support to provide you with any necessary software upgrades to your service.

## 6.2. Hardware Terms

### a. Equipment

To receive the Service, you may need to install certain equipment in your computer system, network, and/or home. You agree that all of the equipment listed below ("**Equipment**") has been provided to you, as applicable and/or required, and belongs to altafiber. altafiber reserves the right to charge subscribers for use of the Equipment.

1. Fiber/GPON modem
2. Telephone Line Microfilters
3. Jack Splitter
4. Wi-Fi Extenders and Wireless Access Points (WAP)
5. Power Cords for all above Equipment

altafiber grants you a non-exclusive, non-transferable, limited license to use the Equipment to access altafiber's network only for use in connecting from authorized locations in accordance with this Terms. Loss, theft, or physical damage to the Equipment is your responsibility.

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 Terms. Any attempt by you to access and/or subvert any network security measures of altafiber or any other network shall entitle altafiber to immediately terminate your access to the Service without notice.

### Bring Your Own Gateway

altafiber recommends using an altafiber provided modem, as our modems are specially configured to provide optimum service allowing the best support possible. altafiber will allow the use of a customer owned gateway if the customer chooses to not use the altafiber provided modem. By choosing your own modem with your altafiber Service, the following terms and conditions will apply:

altafiber video service, static-IP option, and many Internet services with speeds 50 Mbps or lower may require an altafiber modem to perform optimally. Customer-owned modems are likely to be incompatible with these types of service.

When using a non- altafiber modem, the level of support for the modem service will vary based on where the issue is found within the residence. altafiber's technical support team will determine the level of support provided. If the support is outside of altafiber's scope, the user will be referred to our Premium Technical Support Team, charges may apply.

If an altafiber technician is required to dispatch to a residence to handle a technical issue with a non- altafiber modem, charges will apply to such services.

### b. Installation

You may either self-install the Equipment or have altafiber perform the installation. If altafiber performs the installation, a premises visit charge will be assessed and billed to you on your altafiber monthly bill. In any event, altafiber assumes no responsibility or liability for damages to your computer system, network, or home as a result of your attempts to install the Equipment or any installation performed by altafiber.

### c. Termination and Cancellation Policy

1. **Late Payment Charge:** altafiber does not anticipate that you will fail to pay for the Service(s) on a timely basis, and we do not extend credit to customers. altafiber will assess a late payment charge of \$19.95 ("Late Payment Charge") to any past due balance greater than \$10.00. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and

assessments, because we cannot know in advance: (a) whether you will pay for the Service(s) on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

2. **Equipment Termination Charge:** When terminating service, including porting out to another provider, you must return the gateway and any extenders on your Account to altafiber or you will be charged Two Hundred Dollars as a "**Equipment Termination Charge**") per device. The Equipment Termination Charge will appear on your monthly altafiber bill unless you return these items, undamaged, on or before the 5th calendar day

from the day on which you or we terminate your Service (the "**Service Termination Date**"). If you return the undamaged items after more than 5 calendar days but within 30 calendar days from your service termination date, you will see the Equipment Termination Charge and an equivalent credit on your monthly bill. You will not receive any credit for returning these items unless they are received by altafiber within 30 calendar days of your service termination date.

3. **Cancellation Billing Policy:** The monthly charge for Internet service will not be prorated for the final partial month of service. The full monthly service fees will apply, even if your service is active for only a partial month.
4. altafiber will not disconnect all or part of a subscriber's internet service for nonpayment until the bill is at least fourteen (14) days past due.

**This termination provision is not applicable to the "Connect our Students" plan where your school pays 100% of your monthly Internet charges; however, if any value-added services (e.g. Wirecare, Internet Security, Whole-Home Wi-Fi etc.) are added to your Connect our Students Internet account, the disconnection provision of this Section 6.2(c)(4) shall apply to nonpayment of charges for such value added services. Prohibition on Customer Access to Equipment, Software and/or Facilities**

#### **d. Limitation of Liability and Disclaimer of Warranties for Equipment**

The following is capitalized to emphasize its importance.

IN NO EVENT WHATSOEVER WILL ALTAFIBER BE LIABLE FOR ANY DAMAGES TO THE EQUIPMENT, INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, USE OR DATA, EVEN IF ALTAFIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF THIS SECTION, "ALTAFIBER" IS DEEMED TO INCLUDE CINCINNATI BELL TELEPHONE COMPANY LLC, ITS PARENT COMPANY AND THE RESPECTIVE SUBSIDIARIES AND AFFILIATES OF EACH, 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.

By using the Service you agree to these terms. This limitation of liability and these disclaimers of warranties allocate the risks of the Agreement between us and you. This allocation is reflected in the pricing of the Services and is an essential element of the basis of the bargain between us.

## **7. Networking**

### **7.1 Networks or Equipment not supplied or installed by altafiber**

The Fioptrics Help desk does not advise or assist with networks or equipment related to networks not supplied or installed by altafiber. Customer inquiries regarding networking should be directed to third party computer technicians and network equipment manufacturers.

### **7.2 Networks and Equipment supplied or installed by altafiber**

The Fioptrics Help desk offers technical support for networks and equipment supplied or installed by altafiber. Subscribers can reach the Fioptrics Help Desk by calling 513-565-9890 or via the web at: <https://www.altafiber.com/help-center/internet/>. altafiber networks and equipment are subject to the specific terms and conditions of the relevant contract(s), terms of service and/or other customer Terms established and agreed to at the time of purchase and/or installation of each.

During troubleshooting sessions where networked computers are present, the Fioptrics Help desk 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 Fioptrics technician's request in this matter will release altafiber from responsibility for further diagnosis, and customer hereby expressly assumes all liability and risk of loss in exchange for the assistance from the Help desk.

## **8. Service Reliability**

altafiber's fiber internet reliability of 99.99% is defined as the internet is working and available at a residential address. This percentage is calculated based on the entire network of residential internet subscribers for a given month to which altafiber provides service. For more information on this claim, please visit [www.altafiber.com/reliability](http://www.altafiber.com/reliability).

## **9. Service Speed**

Fioptrics 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. altafiber does not guarantee that the Service, Equipment, or other equipment authorized by altafiber for use in connection with the Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. The speed measurement advertised by altafiber refers to the Internet access speed provisioned to a subscriber on a per line and not a per-device basis. 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, network, or other device; the number of computers or other devices in use in the customer's home network; concurrent use of Internet access and a TV video on demand service, which consumes Internet access bandwidth; the means of connecting to the altafiber network (e.g., the condition of the home's inside wiring or the type and condition of Wi-Fi router); the distance of the home from the altafiber broadband network aggregation point or the type of altafiber network facilities present in a given location; network congestion; and the performance of the content and application providers the consumer is accessing, as well as the performance of their respective host network(s).

## **10. Subscriber Electronic Mail Account Policy**

### **10.1. Amount and Duration of Customer Email Storage;**

altafiber reserves the right to limit in its sole and absolute discretion the space allocated for storage of your electronic mail and the duration of time for which it will be preserved, and reserves the right to refuse to accept delivery of any email messages and permanently delete from our mail servers any customer data that causes a customer to exceed these limitations, as amended from time to time. Each email inbox provided by altafiber comes with 5GB of storage. In the event storage of an email inbox exceeds 5GB of data, altafiber may provide termination notice of the email inbox or charge additional money. In the event an email inbox exceeds 100GB of data, altafiber will provide 30 day termination notice.

### **10.2 Account Inactivity**

If you do not log in or engage in your email account via WebMail or POP3 access for more than 90 days your account may be categorized as inactive. With respect to inactive accounts, altafiber reserves the right to delete subscriber electronic mail, to include opened and unopened mail, and to return incoming mail as "Undeliverable". Inactive accounts may not be reactivated after 180 days. However, deleted mail is not recoverable.

### **10.3. 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 altafiber. You understand that altafiber 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.

This "Electronic Mail Policy" incorporates the entirety of this Terms, but please see the "Acceptable Use Policy" at paragraph 3 above, for more detail.

## **11. Disclaimer of Warranties; Limitation of Liability**

The following is capitalized to emphasize its importance.

YOU EXPRESSLY AGREE BY YOUR USE OF THE SERVICE THAT YOUR USE OF THE SERVICE, PROVIDER CONTENT, AND

RELATED SERVICES AVAILABLE ON OR LINKED TO THE ATLAFIBER, ZOOMTOWN, OR FIOPTICS 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.

ATLAFIBER DOES NOT WARRANT THAT ANY OF THE SERVICE, EQUIPMENT, OR OTHER EQUIPMENT AUTHORIZED BY altafiber FOR USE IN CONNECTION WITH THE SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. ATLAFIBER SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT (INCLUDING ANY OTHER EQUIPMENT AUTHORIZED BY ATLAFIBER FOR USE IN CONNECTION WITH THE SERVICE), RENDER THE EQUIPMENT OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

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

- Guarantee the accuracy, completeness, usefulness or adequacy of any other web sites, services, goods or advertisements that may be linked to the Web site;
- Make any endorsement, express or implied, of any other web sites, services, goods or advertisements that may be linked to the Web Site;
- 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; NOR
- 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 ATLAFIBER NOR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR: (I) BUSINESS INTERRUPTION, OR 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 ATLAFIBER 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.

For purposes of this section, "ATLAFIBER" is deemed to include: Cincinnati Bell Telephone Company LLC; its parent company; the respective subsidiaries and affiliates of each; and the directors, officers, employees, agents, representatives, subcontractors, and suppliers of each of them. By using the Service, you are agreeing to these terms. This limitation of liability and these disclaimers of warranties allocate the risks of the Terms between us and you. altafiber relies on this allocation, which is reflected in the pricing of the Services, and is an essential element of the basis of the bargain between us.

## **12. Indemnification**

You agree to defend, indemnify, and hold harmless altafiber, 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. altafiber 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.

## **13. Resolution of Disputes**

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this Terms.

### **13.1. Binding Arbitration**

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim, including those against any of our subsidiary, parent, or affiliate companies, arising out of or relating to this Terms, our Privacy Policy, our Acceptable Use Policy, or the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud ,

misrepresentation or any other legal theory) will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.

### **13.2. Arbitration Procedures**

You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website ([www.jamsadr.com](http://www.jamsadr.com)) or by calling JAMS at 949-2241810. You and we agree that this Terms evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in which your billing address is located. At either party's election, the arbitration shall be held telephonically. As set forth below, you and we both agree that any arbitration will be solely between you and altafiber, not as part of a consolidated, class-wide, or representative claim (that is, not brought on behalf of or together with another individual's claim). An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Terms provides and may not order relief on a consolidated, class-wide, or representative basis. Except as set forth in Section 13.4, below, if any portion of this arbitration clause is determined to be inapplicable or invalid by a court, arbitrator, or state or federal agency with proper jurisdiction, then the remainder shall still be given full force and effect. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Both you and we agree that all issues relating to the validity of this Terms to arbitrate will be decided by a court (including but not limited to the substantive scope of our Terms to arbitrate or whether consolidated, class-wide, or representative arbitration is allowed), and do not intend to confer any such powers on an arbitrator.

### **13.3. Costs of Arbitration**

For claims of less than \$1,000, you will be obligated to pay \$25.00, and we will pay all other administrative costs and fees. For claims over \$1,000 but under \$75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the jurisdiction where your billing address is located. For arbitrations in excess of \$75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

### **13.4. Waiver of Class Actions**

By this Terms, both you and we are waiving certain rights to litigate disputes in court. You and we both agree that any arbitration will be conducted on an individual basis only and not on a consolidated, class-wide, or representative basis or the like. If for any reason any court, arbitrator, or state or federal agency with proper jurisdiction holds that this restriction is unconscionable or otherwise unenforceable, then we both agree: (i) that this Terms to arbitrate will be invalidated and terminated and the dispute must be brought in court; and (ii) you and we both waive, to the fullest extent allowed by law, any right to pursue any claims on a class or consolidated basis or in a representative capacity. In the event that this arbitration Terms is invalidated and terminated in accordance with this Section 13.4, both you and we agree to submit to the jurisdiction of the United States District Court for the Southern District of Ohio with venue in Cincinnati, Ohio, or in the alternative, to the jurisdiction of the Hamilton County Court of Common Pleas located in Cincinnati, Ohio.

### **13.5. Limitations Period**

Any arbitration or legal action with respect to any and all claims or causes of action related to or arising out of this Terms must be brought within two years after the cause of action arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any given cause of action when the statutory limitations period for that cause of action cannot be waived, restricted or otherwise limited by you.

## **14. Monthly Billing; "Past Due Balance"**

You agree to timely pay all monthly bills. Any amount outstanding after the due date on the Customer bill shall be deemed a "past due balance".

## **14.1. Process for Billing Disagreements**

In the event of a disagreement about a bill, please contact altafiber Customer Care at 513-565-2210 or 888-246-2355.

Customer satisfaction is of the utmost importance to altafiber, and it is our policy to fully investigate and resolve, to our satisfaction, all customer billing disagreements lodged within 60 days of the original due date.

Unless an investigation has been initiated through a customer inquiry, altafiber reserves the right not to issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation.

## **14.2. Late Payment Fees**

Late payment fees will be assessed on any past due balance of \$10.00 or more. For past due balances of \$10.00 but less than \$747.50, the fee will be calculated: (A) for customers with internet and video service, or only internet service or only video service, as \$14.95; and (B) for customers with home phone service, video service and internet service, or home phone service and video service, or home phone service and internet service, as \$14.95 plus 2% of the past due internet/video balance. The fee for all past due balances of \$747.50 and greater will be calculated as 2% of the past due balance.

The late payment fee will be added to the past due balance and included in future billing cycles.

## **14.3. Promotional Discount**

altafiber standard pricing (a "Promotion"). The specific terms of each Promotion may vary and will supersede these terms.

Generally, our Promotions consist of a certain dollar amount discount for a certain number of months against altafiber standard pricing; and require purchase of a certain service or bundle of services at or above a certain monthly price for a certain number of months.

Promotion(s) will end or decrease at the end of the promotional period depending on the Promotion offered. Removal or changing of Cincinnati products after receiving a Promotion could result in forfeiting the entire Promotion. Promotions are not available in all locations. Moving locations could result in change or forfeiting Promotions. Promotions may vary by location, by time of year, products available at location, whether adding a new product, sales channel offering Promotion, and products ordered.

To be eligible for Promotion(s), you must be enrolled in eBill. To sign-up for eBill sign into MyAccount or call or the Fi optics Help Desk at (513) 565-9890.

altafiber standard pricing is subject to change. altafiber will provide you with at least thirty (30) calendar days' prior written notice before such a change.

Customers who have maintained an active altafiber account within the past six months are not eligible for promotional pricing designated for new customers.

## **14.4. Paper Billing (Effective February 1, 2026)**

If you elect to receive a paper bill by mail (instead of electronic bill via email), you will incur a \$5 monthly charge. To avoid the paper bill charge, you can elect eBill via your MyAccount log-in at altafiber.com or call the Fi optics Help Desk at (513) 565-9890.

## **15. Use of fiber optic technology**

When altafiber is able to provision Service utilizing fiber optic technologies, we may in our sole discretion terminate your copper-based service and cease offering or repairing copper-based service to your location. Exclusion for repairing copper-based services is voice service; however, internet and video services are applicable. In such case, altafiber will offer you fiber-based service at the then applicable rates and terms, which may differ from your previous copper-based service rates and terms. In the event that you are under contract for a fixed-length term and altafiber terminates or ceases to offer service to your location under this Section 15, you will not be liable to pay the Early Termination Fee.

## **16. Right of Access**

By using the Service, you grant permission for altafiber and its agents and employees to enter upon the property of the Subscriber for the purpose of installation, inspection, maintenance, testing, and repair of the Service to the Subscriber's premises and, upon service being cancelled for any reason, the Subscriber grants

permission for altafiber, during reasonable hours, to enter upon the premises and remove all equipment and material belonging to altafiber and to discontinue service thereto.

## **17. Termination**

Either you or altafiber may terminate your Account at any time and for any reason whatsoever.

Other than disputing your bill in accordance with Section 14.1, your only right with respect to any dissatisfaction with the Web Site or Service is to terminate your Account by delivering notice to altafiber. Any such notice of termination will be effective upon its actual receipt by altafiber.

If this limitation is ruled inapplicable or invalid by a court, arbitrator, or state or federal agency with proper jurisdiction, then the remainder of the Terms shall still be given full force and effect.

## **18. Waiver**

No waiver by either party of any breach by the other party of any of its representations, warranties, or obligations under these Terms and no waiver by either party of any term or condition of these Terms shall be a waiver of any subsequent breach or failure with respect to any other representation, warranty, or obligation, nor shall any forbearance to seek a remedy for any breach or failure be a waiver of any rights and remedies with respect to such or any subsequent breach or failure.

## **19. 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.

## **20. Governing Law**

The Service is operated from a site in the State of Ohio, United States of America. This Terms 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.