



## Section 1: altafiber TV/Fioptics+ TV – Terms and Conditions of Service

**Cincinnati Bell Extended Territories (“CBET”)** d/b/a **altafiber Extended Territories (altafiber)** operates a cable television system that provides **“Subscribers”** (also, **“Customers,” “you”** or **“your”**) with cable television programming services under the trade names, **“Fioptics+”** and **“altafiber TV”** (collectively, the **“Service,” “TV,” “Cable TV,”** or **“CATV”**).

The Service is provided to you by altafiber, subject to your compliance with the terms and conditions set forth in these Fioptics TV – Terms and Conditions of Service (the **“Terms and Conditions”**). Any terms or conditions included on any Work Order, Services Agreement, 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 and Conditions, which collectively form the Agreement between you and altafiber (the **“Agreement”**). By accessing and using the Service, you represent and agree that you have read, understand, and consent to be bound by the Terms and Conditions of the Agreement. If you do not consent to be bound by the Terms and Conditions of the Agreement you must not use the Service or register as a subscriber of the Service, and must promptly call the Zoomtown Help Desk at (513) 397-HELP (513-397-4357) or the Fioptics Help Desk at (513) 565-9890 to cancel the Service.

altafiber may revise the Agreement at any time by posting a revised version on altafiber's website, specifically on the [www.altafiber.com/about-us/policies/service-termsand-conditions](http://www.altafiber.com/about-us/policies/service-termsand-conditions) webpage with title “Fioptics/ Zoomtown Cable Television – “Terms and Conditions of Service”, or by notifying you by email, conventional mail, telephone, or on your altafiber monthly bill. You are responsible for periodic review of the Agreement 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 and Conditions. However, any changes to the “RESOLUTION OF DISPUTES – BINDING ARBITRATION” section herein will not apply to any disputes for which the parties have actual notice on or prior to the date the change takes effect.

If any revision to the Agreement is unacceptable to you, you may terminate your subscription to the Service as provided in the TERMINATION section herein. Further, if you violate any of the terms and conditions contained within the Agreement, altafiber may terminate and/or suspend your access to the Service without notice.

### APPLICATION FOR SERVICE

The Subscriber shall submit a written application for cable service for each location where Service is desired on forms provided by altafiber. This application may be made in person (e.g., in an altafiber store), online, by phone, via chat, or by other means provided by altafiber from time to time.

### 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”**) with a user ID and will be required to select a password. **Your Account is for residential use only.** You may only use the Service for your personal, private and noncommercial use. 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, in your household to use your Account subject to your supervision, in which case you will retain 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.

### PARENTAL CONSENT REQUIRED; USE OF SERVICE BY PERSONS YOUNGER THAN 18

The Service is marketed to be purchased by adults, or with the consent of persons 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 via the Service. Any violation of this provision may constitute a breach of the Agreement and altafiber, at its sole discretion, may suspend or terminate your access to the Service without notice.

#### **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONTENT**

The Service permits access to 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 Service, you acknowledge:

- these Rights are valid and protected in all media existing now or later developed; and
- 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.

#### **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. 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. In the event that you believe that any third party has infringed on any copyrighted material of yours, 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: [http://www.altafiber.com/customer\\_support/policies/dmca/](http://www.altafiber.com/customer_support/policies/dmca/). Furthermore, you agree that altafiber shall have no liability until such time as such notice has been actually received. 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. Please refer to the altafiber Copyright Infringement Policy for more information, available at <https://www.altafiber.com/about-us/policies/copyright-policy>.

#### **PROVISION OF SERVICE**

altafiber shall make every reasonable effort to provide CATV service to every Subscriber who applies for such service in the shortest practical period of time, and where CATV service is readily available. altafiber's CATV services will only be extended into areas where altafiber is duly authorized to provide service by the relevant franchising authority.

altafiber reserves the right to terminate the Service (or any part thereof) in the event we cease to offer the Service.

#### **FEES AND CHARGES**

Upon acceptance by altafiber of the Subscriber application for CATV service (which application may include a credit check), the Subscriber shall pay to altafiber the applicable monthly service fee, all security deposits, any equipment lease fees or purchase costs, installation fees, activation fees, connection fees, and any other fees or charges due altafiber. Any service, lease maintenance, purchase, installation, security deposits, and other charges for which the Subscriber is obligated shall be payable in advance. There is a minimum of thirty (30) days charged for each service provided.

## **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; (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 using your Service (collectively "Licensed Software") solely in connection with the Service. 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 Agreement and other terms that may be provided to you in writing by altafiber or the third-party Licensor from time to time. Your right to use the Licensed Software terminates upon termination of this Agreement or upon written termination by altafiber. 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 Agreement 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 Agreement 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 Agreement 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 property 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 grant 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.

## **OWNERSHIP OF EQUIPMENT AND MATERIALS**

All equipment and materials, unless purchased from altafiber, or unless such property is incorporated in, becomes an integral part of, or is permanently attached to the Subscriber's premises, shall remain the property of altafiber. You may not modify, disassemble, or otherwise tamper with any altafiber equipment or property. Video streaming devices such as Amazon Fire sticks, Apple TV or similar devices purchased by the customer will remain their property.

## **RESPONSIBILITY FOR ALTAFIBER'S PROPERTY**

The Subscriber agrees not to tamper with any of altafiber's wiring or equipment, to extend lines, or alter in any manner any altafiber property. The Subscriber also shall receive altafiber's CATV service with the understanding that she will adequately safeguard all altafiber properties upon the Subscriber's premises from alteration and abuse by others, and that she will not hire or permit anyone other than authorized altafiber personnel to perform any work on altafiber's property, equipment, and facilities.

## **EQUIPMENT RETURN**

Whenever service is terminated, the Subscriber shall return any Equipment to altafiber. If the returned Equipment is received by altafiber and is found to be in satisfactory working condition, and 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 not be returned to the Subscriber but shall be retained by altafiber and applied toward the cost of its repair or replacement. The Subscriber understands, notwithstanding any other provision contained in these rules and regulations to the contrary,

that any equipment provided is and shall remain the property of altafiber, and must be returned to altafiber at any time service is terminated or discontinued. Failure to return equipment within fifteen (15) days after service is terminated or discontinued will result in a non-returned equipment charge being assessed to Subscriber's account as follows:

1. Amino 7 Series Set Top Boxes (Atom/Orbit) - \$200 per set top box
2. All other Set Top Boxes - \$125 per set top box
3. Fioptics+ Set Top Boxes - \$100 per set top box
4. Remotes and power cables - \$20 per item
5. Damaged remote replacement cost - \$9.99

In the event that Subscriber returns the Equipment during the term and desires to use his or her own Subscriber-owned gateway, Subscriber understands and agrees that the video service will be provided on an as-is basis, with no express or implied warranties including the warranty of merchantability or of fitness for a particular purpose.

### **Bring Your Own Device**

altafiber recommends using altafiber provided equipment, as our devices are specially configured to provide optimum service allowing the best support possible. For Fioptics+ customers, altafiber requires at least one altafiber video streaming device per household. altafiber allows the use of additional customer-owned video streaming devices, however, altafiber cannot guarantee device compatibility and functionality with the Fioptics+ platform. Use of any streaming/downloading functionality is for your personal and private use. Unauthorized transfers or distribution of copyrighted works is a violation of these terms and may be a violation of copyright. There are penalties for copyright infringement if you violate applicable copyright laws. To the extent permitted, in order to stream and/or transfer content (such as from one device to another, or from an altafiber device to your mobile device), your devices may all need to be on the same local network.

If a CBT technician is required to dispatch to a residence to handle an issue with a non-altafiber video streaming device, charges will apply to such services.

### **WIRING REQUIREMENTS**

No wiring will be installed by altafiber within any wall or attic space unless specifically requested by Subscriber and agreed to by both parties. The Subscriber, at his option, may choose to install the wiring within walls and/or attic spaces at his own expense. In such instance, the Subscriber shall install such wiring to specifications and satisfaction of altafiber and the National Electrical Code.

If Subscriber does not own the premises at which service is to be installed, Subscriber represents that she has obtained necessary permission from the premise owner to install altafiber's equipment (including, without limitation, equipment attached to the outside of the premises). Subscriber further agrees to indemnify altafiber from all claims of the owner in connection with the installation and provision of services.

### **RIGHT OF ACCESS**

The Subscriber, upon acceptance of application for CATV service by altafiber, grants permission for altafiber, its agents and employees, to enter upon the property of the Subscriber for the purpose of installation, inspection, maintenance, testing, and repair of the cable 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.

Placement of equipment including the optical network terminal (ONT) may vary depending on premise configuration.

## **WARRANTIES AND REPAIRS OF ALTAFIBER EQUIPMENT**

altafiber will repair and/or replace defective equipment (excluding the replacement of batteries) as long as such damage was not caused by misuse or other the maintenance or repair of Subscriber provided equipment, including but not limited to television sets, VCRs or other video equipment, remote controls, keyboards, stereos or other audio equipment, telephones or A/B switches. A service charge may be imposed if damage to altafiber Equipment is due to negligent use or abuse or if no fault is discovered in System or Equipment. In addition, an equipment charge may be imposed for the repair or replacement of any lost, stolen or damaged Equipment. altafiber makes no warranties, with respect to equipment or service provided by altafiber or with respect to the Equipment compatibility with any Subscriber-owned equipment.

## **BATTERY BACK-UP**

Fioptics service requires an optical network terminal device (an "ONT") that requires use of your electrical power. The ONT is a media converter that is installed by altafiber during your Fioptics installation.

The ONT that is installed will convert fiber-optic light signals to copper/electric signals to deliver you with TV service. If the ONT is unplugged, or in the event of a power outage, the Service will be inoperable.

The ONT is capable of battery back-up that can power voice service for up to 8 hours. If a battery back-up has been installed (subject to installation fees), the subscriber is responsible for the replacement of the battery.

## **PENALTIES FOR UNAUTHORIZED SERVICE**

If unauthorized service is discovered by altafiber, the cost will be billed to the Subscriber for an estimate of CATV services delivered, including the cost of inspection, investigation, reconnection, and cost of repair to altafiber's facilities, all of which must be paid in full before service can be reestablished or restored. You will not disguise the place of your residence or the location of your use of any service or attempt to circumvent technological measures or gain unauthorized access through hacking, password mining or any other means.

## **MONTHLY SERVICE CHARGES**

The Subscriber shall pay altafiber a one-time pro-rated monthly service charge from date of installation to the end of that billing cycle. Thereafter, the Subscriber shall pay altafiber the full monthly service charge applicable to the services rendered, which amount shall be due as shown on the monthly billing statement. Subscriber agrees to timely pay all monthly bills. Any amount outstanding after the due date on the Subscriber bill shall be deemed a "past due balance". Monthly service charges are subject to change at any time, although altafiber will provide Subscriber at least thirty (30) days advance, written notice before instituting an increase in service rates.

Failure to pay charges invoiced may result in discontinuance of service to Subscriber.

## **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.

## **RESTORAL OF SERVICE CHARGE**

altafiber may charge a restoral of service charge for subscribers that have had their video service suspended or disconnected for nonpayment of service. The Restoral of Service Charge is \$49.99.

## **DISPUTE PROCESS FOR BILLING DISAGREEMENTS**

In the event of a disagreement about a Customer 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 sixty-(60) day period, except where required by law or regulation.

### **CANCELLATION BILLING POLICY**

altafiber may disconnect all or part of (e.g. Video on Demand, Pay-Per-View) the subscriber's video service for nonpayment of undisputed monthly service charges that are not paid in full by the due date shown on the bill. altafiber will provide the subscriber with a minimum of ten (10) days advance, written notice of a disconnection of all or part of the subscriber's service, except where disconnection has been requested by the subscriber, is necessary to prevent theft of service, or is necessary to reduce or prevent signal leakage as described by 47 CFR §76.61. altafiber will not disconnect all or part of a subscriber's video service for nonpayment until the bill is at least fourteen (14) days past due.

Cancellation Billing Policy: The monthly charge for 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. 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. 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.

### **PREMIUM, PAY-PER-VIEW, AND VIDEO ON-DEMAND SERVICES**

Certain technical requirements must be met in order for premium (e.g., HBO, Showtime, Cinemax, Starz, Encore, etc.) and pay-per-view services to function properly. Specifically, Customer must utilize a altafiber set-top-box. Customer's Account must be current and in good standing.

The Subscriber may also elect to purchase pay-per-view events and/or video on demand movies from time to time; however, in no instance will a Subscriber be permitted to receive this service if an amount is shown to be past due on the Subscriber's account. In addition, no refund for any pay-per-view event/movie will be granted once the event/ movie has been received by Subscriber. Fioptics+ customers must initiate pay-per-view and transactional video on demand purchases from their altafiber provided Fioptics+ set top box. Once purchased, those assets will be available to view on customer provided devices.

### **PROMOTIONAL DISCOUNT**

Your bill may reflect a promotional discount to altafiber standard pricing (a "Promotion"). The specific terms of each Promotion may vary and will supersede these terms. A certain dollar amount discount for a certain number of months against altafiber standard pricing, and

1. Require purchase of a certain service or bundle of services at or above a certain monthly price for a certain number of months.
2. 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 Fioptics 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.

### **CHANGE OF OCCUPANCY OR OWNERSHIP**

The Subscriber shall notify altafiber of any change of occupancy or ownership of Subscriber's premises promptly upon its occurrence. Nothing in these rules and regulations shall be construed to give the Subscriber the right to sell or assign, or the successor tenant or occupant to acquire, any rights to use any of the equipment or service provided by altafiber.

### **LIMITATION OF ALTAFIBER'S LIABILITY**

YOU EXPRESSLY AGREE BY YOUR USE OF THE SERVICE THAT YOUR USE OF THE SERVICE, ITS CONTENT, AND RELATED SERVICES AVAILABLE ON OR LINKED TO THE ALTAFIBER, ZOOMTOWN, OR FIOPTICS WEB SITE AND ALL EQUIPMENT AND SOFTWARE 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.

ALTAFIBER DOES NOT WARRANT THAT ANY OF THE SERVICE, EQUIPMENT, LICENSED SOFTWARE 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. ALTAFIBER 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 ALTAFIBER 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 ALTAFIBER 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 ALTAFIBER 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.

IN ADDITION TO THE FOREGOING, EXCEPT FOR THOSE LIABILITIES THAT MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, ALTAFIBER DISCLAIMS ALL LIABILITY FOR ANY LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES (WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER CAUSE OF ACTION) SUFFERED OR INCURRED BY ANY PERSON IN CONNECTION WITH ANY THIRD-PARTY EQUIPMENT, PRODUCT OR SERVICE: (I) ON BEHALF OF AND FOR THE BENEFIT OF ALTAFIBER'S SUPPLIERS; AND (II) FOR ITSELF.

For purposes of this section, "altafiber" is deemed to include: altafiber Telephone Company LLC; altafiber Extended Territories LLC; their 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 Agreement 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.

## **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.

## **DISCLAIMER REGARDING PROGRAMMING CONTENT OR CHANGES**

The Subscriber shall not hold altafiber responsible nor liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith. Cincinnati Bell shall give Subscriber at least thirty (30) days advance, written notice before removing a channel from the programming lineup except if such removal is caused by circumstances beyond altafiber's control.

## **SCOPE**

A copy of the rates, rules and regulations under which CATV service will be supplied is open to inspection by the general public at the office of altafiber. A hard copy of altafiber's rules and regulations and applicable rate schedule shall be furnished to each Subscriber without charge, upon request.

## **INTERRUPTION OR DISCONTINUANCE OF SERVICE DUE TO USE OF NON-ALTAFIBER FACILITIES**

In order to provide service, altafiber shall occasionally make use of poles owned in whole or in part by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, altafiber will make every reasonable effort to provide service over alternative routes and facilities. The Subscriber agrees that she will make no claims or undertake any action against any utility, including altafiber, if the service provided to the Subscriber is interrupted or discontinued for this reason.

## **LOCATION OF OVERHEAD FACILITIES**

Unusual circumstances to the contrary, altafiber's overhead CATV service drop to the Subscriber premises shall be located as closely to the point of electrical service attachment as is safe and practicable.

## **OUTAGES & INTERRUPTIONS**

altafiber will restore CATV service to its Subscribers within seventy-two (72) hours after a Subscriber reports a service interruption or other problem when such problem is found to be the fault of altafiber's system and/or equipment, provided the cause is not a natural disaster. If the service interruption is caused by altafiber and lasts for more than four (4) hours in a given twenty-four (24) hour period, altafiber may give the Subscriber a credit for each day that the Subscriber is without service.

In the event altafiber dispatches any of its personnel to investigate any Subscriber complaint or outage, and the problem is determined to be caused by the Subscriber's television receiver or other Subscriber-owned facilities, the Subscriber may be charged the cost of time and transportation, but in no event shall said charge be less than \$14.95.

## **REPRODUCTION OF PROGRAMMING**

The Subscriber shall not record or tape any of the programming provided by altafiber, nor shall the Subscriber allow any other person to do so, except for the personal use of the Subscriber. Subscriber agrees that the programs and other services provided by altafiber will be utilized solely for Subscriber's personal, non-commercial use and will not be duplicated except in compliance with applicable law.

## **RESOLUTION OF DISPUTES – BINDING ARBITRATION**

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 agreement.



### **i. 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 Agreement, our Privacy Policy, our Acceptable Use Policy, or the CATV Service or any equipment used in connection with the CATV 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.

### **ii. 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 **JAMS** (formerly known as Judicial Arbitration and Mediation Services, Inc.) 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 949-224-1810. You and we agree that this Agreement 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 Agreement provides and may not order relief on a consolidated, class-wide, or representative basis. Except as set forth in subparagraph iv, 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 agreement to arbitrate will be decided by a court (including but not limited to the substantive scope of our agreement to arbitrate or whether consolidated, class-wide, or representative arbitration is allowed), and do not intend to confer any such powers on an arbitrator.

### **iii. Costs of Arbitration**

For claims of less than \$1,000, you will be obligated to pay \$25 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.

### **iv. Waiver of Class Actions**

By this Agreement, 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 agreement 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 agreement is invalidated and terminated in accordance with this subparagraph iv, 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.

#### **v. 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 Agreement 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.

#### **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 the "DISPUTE PROCESS FOR BILLING DISAGREEMENTS" section, your only right with respect to any dissatisfaction with the 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 Agreement shall still be given full force and effect.

#### **WAIVER**

No waiver by either party of any breach by the other party of any of its covenants, obligations, or agreements under this Agreement and no waiver by either party of any term or condition of this

Agreement shall be a waiver of any subsequent breach or failure or of any other covenant, obligation, agreement, term or condition, 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.

#### **SEVERABLE PROVISIONS**

In the event any portion of these terms and conditions should be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining portions hereof, which shall continue effective..

#### **Additional Fioptics+ Limitations/Restrictions**

Fioptics+ utilizes Cloud DVR technology and requires a Fioptics+ set top box. When used wirelessly, the 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 minimum of one receiver and a maximum of ten receivers are allowed per account.

Video streams are utilized and provisioned over your internet connection. Available bandwidth may restrict the resolution and the number of concurrent TV streams delivered to home at any one time; impacting the number of programs a customer can watch at the same time. Some channels are not available in all areas.

When streaming from your altafiber home network verses out of home network, channel availability will change based on programmers' rights and are subject to change without notice. Fioptics+ TV service may not be available at all altafiber service locations. Google is a trademark of Google LLC.

Fioptics+ utilizes Cloud DVR technology and is available for an additional monthly DVR storage fee.

Downgrading DVR storage tier or recording content without available storage will result in either the deletion of recorded content or content not being recorded at all. When content is deleted, the oldest recorded content will be the first, unless specified to keep 'as long as possible.' All content, even content marked 'keep as long as possible,' will automatically be deleted as space is needed for new recordings. Deleted content may be recoverable in the "Recently Deleted" folder for up to 3 days.

Fioptics+ includes access to the Fioptics+ App for Android and Apple mobile devices, as well as Amazon Fire, AppleTV and Android TV devices. Not all devices are supported and availability on any particular mobile/ consumer devices is outside of altafiber's control and is subject to change at any time without notice. Features and functionality of Fioptics+ and the Fioptics+ App are subject to change without prior notice. altafiber reserves the right to determine the timing and content of software updates for both the Fioptics+ set top box and Fioptics+ streaming app, which may be automatically downloaded and installed by altafiber without prior notice to you. 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 or your Fioptics+ App. Use of

third-party apps on Fioptics+ set top boxes 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 the third-party app.

You may register a maximum of 8 unmanaged (customer 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 MyCincinnatiBell account. Cincinnati Bell reserves the right to determine which unmanaged devices are allowed to function with Fioptics+ service. To see which devices are currently compatible please visit CincinnatiBell.com.

## **FIOPTICS CABLE TELEVISION PRIVACY NOTICE**

altafiber Telephone Company LLC ("CBT") and altafiber Extended Territories LLC ("CBET") operate a cable television system that provides subscribers ("Customers," "you" or "your") with cable television programming services, Internet access and phone services under the trade names "Fioptics", "Fioptics+" and "Zoomtown." CBT and CBET are referred to collectively as "altafiber."

The Cable Communications Policy Act of 1984 (the "Cable Act") governs collection, use and disclosure of personally identifiable information about Customers. Other federal laws may also apply, including the Electronic Communications Privacy Act of 1986, as amended, ("ECPA") and section 702 of the Federal Telecommunications Act of 1996, as amended, ("Telecommunications Act"). This notice informs

Customers of our policies regarding personally identifiable information and other sensitive information we obtain in the course of providing our services that are subject to the privacy provisions of the Cable Act or other federal law. This notice informs you of:

- The nature of the personally identifiable information we collect and the way we use this information
- Under what circumstances we may disclose personally identifiable information and to whom
- How long we maintain personally identifiable information
- How you may obtain access to your personally identifiable information AND
- Your rights under the Cable Act concerning personally identifiable information

## **I. COLLECTION AND USE**

### **What is personally identifiable information?**

Personally identifiable information is information that identifies a particular person such as a name, postal address or telephone number. It can also include information that is linked to a person's identity such as activities and transactional history. It does not include information that does not permit an individual to be identified or contacted. Non-personally identifiable information includes information that altafiber aggregates about Customer usage or is collected in an anonymous form.

This notice addresses the personally identifiable information that you have furnished to us or that we have collected when you use the altafiber cable system that we collect when we provide services to you

### **What kind of personally identifiable information does altafiber collect?**

We collect personally identifiable information about you with your prior written or electronic consent or when necessary to obtain information in order to render a service you receive or to detect unauthorized reception of cable communications. This personally identifiable information may include, but is not necessarily limited to, the following:

- Name
- Driver's license number
- Address (service and billing)
- Social Security number

- Telephone numbers
- Credit card and/or bank account number
- E-mail address
- Bank account information for billing
- Other similar account information

If you are also a telephone customer who receives phone service over our cable system, our practices with respect to certain proprietary network information (CPNI) are disclosed in our CPNI Notice, which may be viewed at <https://www.altafiber.com/about-us/policies/customer-proprietary-network-information>.

We may also collect other information about your account including billing, payment, and deposit history; credit reports; correspondence and telephone conversations with you; maintenance and complaint information; information about the services to which you subscribe and your use of those services; information about the purchases you make over the system; and records indicating the types and number of devices you use to connect to the system (e.g., televisions, modems, set-top boxes, and computers/devices). Additionally, if you rent your residence, we may have a record of whether landlord permission was required to install our cable service facilities as well as your landlord's name and address.

#### **What kind of information do you collect if I use interactive or transactional services?**

When you use our interactive or other transactional television services such as Video On Demand programming, our system automatically collects certain information on your use of these services. This may include information required to change your television channel, review listings in an electronic program guide, and pause or fast-forward through certain On Demand programs, among other information. It may also include other information such as the specific service features you use and the time spent using them.

#### **How does altafiber use personally identifiable information?**

Generally, altafiber uses this information as necessary to conduct business activities related to providing cable and other services to you, to help us detect theft of service and for tax, legal, accounting and other purposes related to our business of providing service. More specifically, we use personally identifiable information for the following business purposes:

- To ensure that you are receiving the services you ordered;
- To improve the quality of altafiber's service and to make improvements or upgrades when necessary;
- To confirm that you are being properly billed;
- To provide you with technical support and for system maintenance;
- To inform you of new products or services that may be of interest to you provided by altafiber or others, subject to applicable law and any "opt-out" choice you make as described below;
- To prevent fraud, including the unauthorized use of the service or violations of applicable policies and terms of service; AND
- To ensure our own compliance with the law.

As a necessary part of altafiber's provision of certain services such as Internet access service, transactional video products such as pay-per-view, video on demand or Internet-based video players to which we may provide access, any video service that uses a set-top box, or phone service provisioned over our cable system, altafiber automatically captures and stores information that may include, but is not limited to, your viewing selection, including date and time; the websites you visit; the dates, times and length of your Internet visits or telephone calls; the Internet, messaging or e-mail addresses or telephone numbers that you communicate with; and the text of e-mail or other electronic communications you send or receive using our Internet access

service. Any personally identifiable information that may be derived from these logs is subject to the policies described in this Notice and to our obligations under the ECPA and other applicable law.

Additionally, we may use personally identifiable information about you without your consent to protect our customers, employees, or property, in emergency situations, to enforce our rights under our terms of service and policies, in court or elsewhere, and as permitted by law

## II. DISCLOSURE

### **Does altafiber disclose personally identifiable information to others?**

We may disclose personally identifiable information about you with your prior written or electronic consent. Under the Cable Act, we also may disclose personally identifiable information to other parties (such as our affiliates, vendors, and agents) when it is necessary to conduct a legitimate business activity related to the cable service or other services altafiber provides to you. For example, we may engage third parties to assist us in billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention. We may also disclose personally identifiable information about you to outside auditors, regulator, programming/content providers as well as entities controlled by or under common control with altafiber. We may also disclose information in non-personally identifiable or aggregate formats, such as ratings surveys and service usage and other statistical reports, which do not personally identify you, your particular viewing habits, or any transaction you have made over our system. The frequency of our disclosure of personally identifiable information depends upon the particular business needs activity for which it is disclosed.

Similarly, if we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, subscribers' personally identifiable information will, in most instances, be transferred as part of the transaction.

The Cable Act also authorizes altafiber to disclose limited personally identifiable information to others including charities, marketing organizations, or other businesses for cable or non-cable "mailing list" or other purposes. Any "mailing list" or related disclosure that we may make is limited to disclosure of your name and address. Such information does not reveal the extent of any viewing or use of cable or other services or the nature of any transaction made over our cable system. If you do not want your information provided to non-cable related third parties, you can opt-out of such disclosures by following the instructions at: <https://www.altafiber.com/about-us/consumer-information/third-party-data-sharing>.

### **When is altafiber required to disclose personally identifiable information by law?**

We may be required by law to disclose personally identifiable information about you without your consent and, in some cases, without notice to you in order to comply with a valid legal process such as a subpoena, court order, or warrant.

The Cable Act may require that we disclose personally identifiable information to a third party or governmental entity in response to a court order or other legal process. If a court order is sought by a non-governmental entity, we may be required to notify you of the court order and your opportunity to appear in court and contest the order. If a court order or other legal process is sought by a governmental entity, the Cable Act requires that we disclose the information to the government unless the records sought involve your video programming selections, in which case you will be given the opportunity to appear and contest any claims made in support of the court order or legal process.

### **Can I limit or prohibit altafiber's use of my personally identifiable information?**

You may contact altafiber at the customer care number referenced on your bill to ask us to put you on our "Do Not Call" or "Do Not Mail" lists so that you do not receive marketing or promotional telephone calls or mail from us or our agents.

### **How does altafiber protect personally identifiable information?**

We follow industry-standard practices to take actions necessary to prevent unauthorized access to personally identifiable information by a person other than the subscriber or us. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.



**How long does altafiber maintain personally identifiable information?**

CBET maintains personally identifiable information about you in our regular business records while you are a subscriber to altafiber's cable or other services. We may also maintain this information for a period of time after you are no longer a subscriber as necessary for business, legal, or tax purposes. We will destroy the information if we have no pending requests, orders, or court orders for access to this personally identifiable information, after we determine that it is no longer necessary for the purposes for which it was collected.

**III. CUSTOMER CHOICE AND ACCESS****Where and when can I see my personally identifiable information?**

If you would like to see your personally identifiable information, please send us a written request to the correspondence address listed in the "Contact Us" section of your bill. We will be glad to arrange a convenient time and location during regular business hours for you to see the information upon furnishing proper identification. You will only be permitted to examine records that contain personally identifiable information about you and no one else. If you believe any of your personally identifiable information is inaccurate, we will work with you and if we determine the information is inaccurate, we will make appropriate corrections. altafiber reserves the right to charge you for the cost of providing copies of any documents that you request.

**What can I do if I think my privacy rights have been violated?**

If you believe that your privacy rights have been violated, please contact us immediately. We will take immediate steps to address your concerns. You may enforce the limitations imposed on us by the Cable Act through a civil lawsuit seeking damages, attorney's fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

**Does this notice apply to altafiber's Internet service or voice service?**

If you are a subscriber to altafiber's High Speed Internet service, a description of our privacy practices may be found at: [http://www.altafiber.com/customer\\_support/policies/](http://www.altafiber.com/customer_support/policies/)

If you are a subscriber to altafiber's voice service, our privacy practices are described in altafiber's CPNI Policy for telecommunications service, available at: [http://www.altafiber.com/customer\\_support/welcome/](http://www.altafiber.com/customer_support/welcome/)

altafiber's Do Not Call Policy can be found at: [http://www.altafiber.com/customer\\_support/policies/do\\_not\\_call\\_policy/](http://www.altafiber.com/customer_support/policies/do_not_call_policy/)

**Will altafiber notify me if it changes this notice?**

altafiber will provide you with a copy of our subscriber privacy notice on an annual basis. We may modify this notice at any time with prospective effect only. We will notify you of any material changes through written, electronic, or other means as permitted by law. You may cancel your service at any time if you do not agree to any change. By continuing to use the service after a change is in effect, you accept the change and agree to abide by it.

**Separate Website Privacy Policy.**

This notice does not apply to your use of any altafiber website. You should review the privacy policy applicable to each site.