

## Radius Wi-Fi, Radius Wi-Fi Plus -- Terms and Conditions of Service

You agree to all the provisions of this contract when you order and/or pay for Radius Wi-Fi. We may change the monthly charge for the plan, the administration of the plan, or the terms and conditions from time to time with at least 30 days written notice to you. Such notice may be provided in a bill insert, as a message printed on your Cincinnati Bell bill, in a separate mailing or by any other reasonable method at our discretion. Your continued use of the plan and payment of the charges, after such notice, constitutes your acceptance of the changes. Any notice given by us regarding the plan may be contained on or with your bill from Cincinnati Bell. The plan is available only to consumer customers of Cincinnati Bell Telephone service, and only one plan per residence will be provided. Your participation in the plan is optional and you may cancel the plan at any time. Please refer to the section below regarding cancellation. You must purchase Cincinnati Bell internet. All terms and conditions for Cincinnati Bell internet apply. View Terms and Conditions here;  
<https://www.cincinnati-bell.com/assets/CinBell/Content/PDFs/About%20Us/RES-Zoomtown-Fioptics-HSI-TCs-11-2015-revisions-final.pdf>

### Contract

**Period** Your coverage begins the date your order is received by us and shall continue from month-to-month until terminated by you or by us. We may elect not to renew the plan upon 30 days written notice to you. Upon any termination or cancellation, coverage under the plan will continue for thirty days following the next renewal date as if the contract had not been cancelled.

### Charges/Deposit

Cincinnati Bell will bill you once each month, one month in advance. Applicable taxes, regulatory surcharges and assessments, if any, will be added. If Cincinnati Bell does not receive full payment on the due date shown on the bill, a late payment fee may be charged. A charge may also be assessed for returned checks.

### Hardware Agreement - Equipment

In order to receive the service, we may need to install certain equipment in your computer system, network, and/or home. You agree that the equipment listed below ("Equipment") has been provided to you, as applicable and/or required, and belongs to Cincinnati Bell. Cincinnati Bell reserves the right to charge subscribers for use of the equipment. 1. CBT modem 2. Boosters (when applicable and noted on the account) Cincinnati Bell grants you a non-exclusive, non-transferable, limited license to use the equipment to access Cincinnati Bell's network only for use in connecting from authorized locations in accordance with this agreement. Cincinnati Bell will include 1 booster with the service, additional boosters are \$1.99 per month. Loss, theft, or physical damage to the equipment is your responsibility. Even though new equipment may be installed Radius Wi-Fi is intended to improve wireless coverage not improve speed.

### Installation

When Cincinnati Bell performs the installation \*additional devices may be installed in order to improve the connectivity based on a WiFi assessment. All Wi-Fi devices are meant for indoor

use and to be used in a climate controlled setting. To extend Wi-Fi signal to an outdoor location, such as a garage, pool, etc. additional devices should be placed inside near the closest wall next to the outdoor location; however, connectivity is not guaranteed. A premise visit charge may be assessed and billed to you on your Cincinnati Bell monthly bill. In any event, Cincinnati Bell 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 Cincinnati Bell.

\*A WiFi assessment will only be performed if needed or if dead zones are apparent.

### Support

All Services shall be provided in a workmanlike manner and with professional diligence and skill, and by properly trained employees of CBT. Services shall be provided by telephone, chat, and Internet only. CBT will staff a sufficient number of agents to provide 7/24/365 coverage for Cincinnati Bell Residential PTS. This group will be trained to address issues outside the scope of Cincinnati Bell's standard technical support. The Residential PTS provided will include additional offerings from the Consumer PTS packages that Cincinnati Bell offers its consumers today. CBT will leverage experienced professionals with tenure on existing PTS programs to help others understand the residential customer needs of PTS. While CBT will attempt to address technical issues end users may be experiencing, the Residential PTS operations team will not support all software, hardware or Internet-related products, applications or features and CBT reserves the right to defer support issues to equipment or software vendors. In the event that CBT is unable to resolve a technical issue, CBT will utilize an escalation path, on-site assistance, or assistance from the manufacturer of the device or software to ensure resolution for the customers. Residential PTS will be available only to subscribers of Cincinnati Bell. Residential PTS is not intended to replace the more advanced technical support that may be available from hardware or software manufacturers, nor is it intended to provide training in hardware or software usage. Cincinnati Bell shall not provide any residential PTS to any CBT customer unless and until a valid and enforceable agreement between Cincinnati Bell and such customer for the provision of such residential PTS services has been formed and recorded, in accordance with procedures specified by Cincinnati Bell. Residential PTS shall be provided to active residential PTS subscribers only.

### Termination and Cancellation Policy

You may cancel this contract at any time. If you fail to make any monthly payment for this contract, coverage will cease on the date the payment was due. Cincinnati Bell may discontinue the plan, without notice, if your residential internet service is ended, for any reason. A.

**Equipment Termination Charge:** When terminating service, including porting out to another provider, you must return the modem, power cord and boosters to Cincinnati Bell or you will be charged One Hundred and Twenty-Five Dollars (\$125) for the modem, Twenty Dollars (\$20) for the power cord and One Hundred Dollars (\$100) for each booster (the "Equipment Termination Charge"). The Equipment Termination Charge will appear on your monthly Cincinnati Bell 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 Cincinnati Bell within 30 calendar days of your service termination date. B. 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.

#### Limitation of Liability

If there is some defect, damage, harm or error with respect to the plan or the services that is due to our fault or neglect, you may contact us within 30 days, and we will try to correct the problem, but OUR RESPONSIBILITY AND LIABILITY IS LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST 24 MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF OUR PERFORMANCE. WE WILL NOT BE LIABLE FOR ANY DAMAGES, REGARDLESS OF THEORY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. THERE ARE NO WARRANTIES OF ANY KIND, AND WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

#### Dispute Resolution

All disagreements and disputes between us, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the then current rules of the American Arbitration Association. A single arbitrator engaged in the practice of law shall conduct the arbitration and the arbitrator's decision and award shall be final and binding, and judgment upon the award may be entered in any entity or court having jurisdiction. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims. Transfer This contract is non-transferable by you to any other person.