

## **Whole Home WiFi Terms and Conditions of Service**

These Terms and Conditions (the "Terms") constitute an agreement between you and Cincinnati Bell Telephone Company LLC, d/b/a altafiber (hereinafter "altafiber," "our," "us") for provision of the Whole Home WiFi product/service ("Whole Home WiFi"). You agree to all the provisions of these Terms when you order and/or pay for Whole Home WiFi. We may modify the monthly charge for Whole Home WiFi, the administration of your Whole Home WiFi subscription, or these Terms from time to time upon not less than 30 days written notice to you. Such notice may be provided in a bill insert, as a message printed on your altafiber bill, in a separate mailing or by other reasonable method of communication, at our discretion. Your continued use of Whole Home WiFi and payment of the charges, after such notice, constitutes your acceptance of the modifications. Whole Home WiFi is available only to subscribers of altafiber Internet service, and only one Whole Home WiFi subscription per residence is permitted. All terms and conditions for altafiber Internet services apply (view Terms and Conditions here). Your participation in the Whole Home WiFi is optional and you may cancel at any time (please refer to the Termination and Cancellation Policy section below).

### **Term**

Your subscription to Whole Home WiFi begins the date your order is received by us and shall continue on a month-to-month basis until terminated by you or by us. We may elect not to renew your subscription upon 30 days written notice to you. Upon any termination or cancellation, the subscription will continue for thirty days following the next monthly renewal date as if the contract had not been cancelled.

### **Hardware Agreement - Equipment**

In order to provide the Whole Home WiFi service, we may need to install certain equipment on your network, and/or in your residence. You agree that such equipment, as listed below, ("Equipment") belongs to altafiber and that altafiber reserves the right to charge subscribers for use of such equipment.

#### **Equipment**

1. altafiber wireless gateway
2. Extenders

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 agreement. altafiber will install, ship, or have the equipment ready for pick up based on the date mutually agreed upon by both parties. Loss, theft, or physical damage to the equipment is your responsibility. Even though new equipment may be installed Whole Home WiFi is intended to improve wireless coverage not improve speed.

## **Installation**

When altafiber performs the installation a charge may be assessed and billed to you on your altafiber monthly bill.

All WiFi devices are meant for indoor use and are to be used in a climate controlled setting. To extend WiFi 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.

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.

## **Technical Support Services**

All Whole Home WiFi Services shall be provided in good workmanlike manner, with professional diligence and skill, and by properly trained employees of altafiber. Technical Support Services shall be provided by telephone, chat, and Internet only. altafiber will staff a sufficient number of agents to provide 7/24/365 coverage. Technical Support may vary based on the cause or issue found in the home. altafiber's technical support team will determine the scope of support needed and whether the issue pertains to a 3<sup>rd</sup> party device or altafiber's network. If you would like to proceed with technical support outside of scope for Whole Home WiFi, then you will be offered one time Premium Technical Support session, these sessions range from \$40 to \$125 per hour.

## **Termination and Cancellation Policy**

You may cancel Whole Home WiFi at any time. If you fail to make any monthly payment your Whole Home WiFi service will be discontinued on the date the payment was due. altafiber may discontinue the Whole Home WiFi service, without notice, if your residential Internet service is discontinued for any reason.

## **Equipment Termination Charge**

When Home WiFi service terminates, for any reason, you must return the wireless gateway, power cord and all extenders to altafiber or you will be charged One Hundred and Twenty-Five Dollars (\$125) for the wireless gateway and One Hundred Twenty-Five Dollars (\$125) for each extender (the "Equipment Termination Charge"). 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.

## **Cancellation Billing Policy**

The monthly charge for Whole Home WiFi 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.

## **Notices**

You agree that altafiber may provide notice to you regarding your Whole Home WiFi subscription or service on or with your bill from altafiber, in a separate mailing or by any other reasonable method of communication. You may provide any notice to altafiber regarding Whole Home WiFi by contacting us at 513.565.9890.

## **Limitation of Liability**

If there is some defect, damage, harm or error with respect to your Whole Home WiFi you may contact us within 30 days, and we will try to correct the problem. NOTWITHSTANDING THE FOREGOING, OUR RESPONSIBILITY AND LIABILITY IS LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE WHOLE HOME WIFI SERVICE (BUT NO MORE THAN THE TOTAL OF THE LAST 24 MONTHLY CHARGES YOU PAID FOR THE SERVICE). 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. 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 agreement is non-transferable by you to any other person.