

LEGAL

Terms of Service

Fiber Stream Communications Inc. · d/b/a Fiber Stream

Website and Services: www.fiberstreamwifi.com

Effective Date: September 3, 2026 · Version 2.3

Supersedes prior website terms of service.

These Terms of Service (“Terms”) govern access to and use of the websites, applications, portals, networks, managed services, internet access, property-wide Wi-Fi, related infrastructure services, and customer support offered by **Fiber Stream Communications Inc.** (“Fiber Stream,” “we,” “us,” or “our”). By accessing our website, creating an account, connecting to a Fiber Stream network, signing a service or property agreement, or otherwise using the Services, you agree to these Terms, our Acceptable Use Policy, and our Privacy Policy.

If you do not agree, do not use the Services. If you accept these Terms on behalf of a property owner, management company, HOA, or other organization, you represent that you have authority to bind that organization.

1. Who We Are and What These Terms Cover

Fiber Stream Communications Inc. is a managed service provider and internet service provider. We design, install, operate, monitor, and support fiber-backed, property-wide wired and wireless networks for multifamily communities, HOAs, commercial buildings, and other properties. Our operating model is commonly described as “You own it, We operate”: in many property engagements the property owner retains ownership of installed infrastructure while Fiber Stream manages day-to-day network operations, resident onboarding, monitoring, maintenance, and 24/7 U.S.-based support, as specified in the applicable property or service agreement.

These Terms apply to: (a) visitors of our websites and marketing materials; (b) property owners, investors, managers, and HOAs (“Property Partners”); and (c) residents, tenants, employees, guests, and other end users who connect to or use a Fiber Stream-managed network or related services (“End Users”). A separately signed master services agreement, property agreement, statement of work, or resident plan terms (each an “Order”) controls if it conflicts with these website Terms. For most residents, the lease or community agreement with the Property Partner also controls the included internet amenity. See Section 4 and Section 7.

2. Definitions

- **Services** means internet access, property-wide Wi-Fi, managed network operations, resident portals, optional plan upgrades, related managed services (which may include IPTV, camera/security connectivity, or other IT infrastructure when contracted), support, and our websites.
- **Resident Included Plan** means the standard connectivity amenity arranged between the Property Partner and the resident (often through the lease or house rules). The property typically bills that plan. Fiber Stream generally does not set its price, term, or cancellation rules.
- **Upgrade** means an optional add-on purchased by an End User through a Fiber Stream portal or account (for example a higher-speed “Surfer” or “Gamer” plan, static IP, or similar add-on), billed separately from the Resident Included Plan.
- **Network** means the fiber, copper, wireless, switching, routing, access-point, and related systems we operate or manage at a property or for a customer.
- **Equipment** means customer-premises or in-unit devices we provide or manage (for example gateways, access points, or set-top equipment), excluding infrastructure the Property Partner owns under an Order.

- **AUP** means our Acceptable Use Policy, which is incorporated into these Terms.

3. Eligibility and Accounts

You must be at least 18 years old, or the age of majority in your jurisdiction, to accept these Terms, open an account, or purchase an Upgrade. A parent or Property Partner may authorize use by household members or authorized occupants, and remains responsible for that use.

You agree to provide accurate account, contact, and billing information and to keep it current. You are responsible for credentials issued to you and for activity under your account. Notify us promptly of unauthorized access. We may refuse, suspend, or close Upgrade accounts that we reasonably believe are inaccurate, abusive, fraudulent, or in violation of these Terms or the AUP. Suspension of an Upgrade does not, by itself, cancel a Resident Included Plan billed by the property.

4. Description of Services

4.1 Property-wide and managed internet

Depending on the property and Order, Services may include fiber-to-the-building or fiber-backed connectivity, CAT6A or similar inside wiring, enterprise wireless, property-wide roaming in covered areas, proactive monitoring, resident onboarding, and support. Speeds, coverage, and included features are those described in the applicable Order, Resident Included Plan, or Upgrade—not marketing headlines alone. “Up to” speeds are maximums under ideal conditions and are not a continuous guarantee to every device.

4.2 Resident Included Plans (property-billed)

At most communities, the standard Resident Included Plan is an amenity of the property. The Property Partner—not Fiber Stream—typically bills that plan through rent, a technology fee, or another lease charge. In most cases Fiber Stream does **not** control:

- the price of the Resident Included Plan;
- whether the plan is required, optional, or bundled with rent;
- the contract length, early-termination fees, or move-out rules for that plan;
- credits, proration, or disputes about lease-billed internet charges.

Those terms are in your **lease or community agreement** with the property. Questions about included-plan billing, start/stop dates, or lease cancellation should go to the leasing office or property manager first. Fiber Stream provides the Network and support for the amenity as arranged with the Property Partner.

4.3 Upgrades (separately billed)

End Users may purchase optional Upgrades through the Fiber Stream account portal. Upgrade charges are billed by Fiber Stream (or our payment processor) to the payment method on file and are **in addition to** any Resident Included Plan billed by the property. An Upgrade does not replace or cancel the included plan.

Upgrades continue until you cancel or downgrade them in the portal or by contacting support. **Cancellation is not automatic.** Move-out, lease end, or non-payment of rent does not by itself stop an Upgrade. You must cancel or downgrade the Upgrade yourself. If you do not, recurring Upgrade charges may continue until we process your cancellation request.

Non-payment of an Upgrade does not automatically suspend the Resident Included Plan. If an Upgrade payment fails, we may suspend or cancel only the Upgrade (and any features unique to it, such as a higher speed tier or static IP). Standard included access arranged with the property generally continues under the lease, subject to the property’s own rules and to the

AUP. We may still suspend all access for AUP violations, fraud, or legal process.

4.4 Related managed services

When separately contracted, we may provide or support IPTV, camera or security network connectivity, and other IT infrastructure. Those offerings are subject to the Order for that work and to these Terms and the AUP unless the Order says otherwise.

4.5 Website and tools

Our website and any customer or partner portals are provided to describe Services, accept inquiries, and manage accounts and Upgrades. We may add, change, or remove features. Third-party tools linked from our site are provided “as is,” and those providers’ terms govern your use of their tools.

5. Property Partners — Infrastructure and Operations

Unless an Order states otherwise: (a) infrastructure installed at the property may be owned by the Property Partner as a capital asset; (b) Fiber Stream operates, monitors, and supports the Network; and (c) the Property Partner is responsible for providing reasonable access to risers, attics, IDF/MDF rooms, power, rooftops, pathways, and units as needed for installation and repair, and for cooperating on resident communications. Ownership, repurchase, removal, and end-of-term duties are defined only in the signed Order—not in website marketing.

Property Partners generally bill Resident Included Plans and set those commercial terms with residents. Fiber Stream may bill Upgrades and other optional services directly. Property Partners must not represent Fiber Stream speeds, uptime, coverage, or revenue figures in a way that contradicts the Order. Revenue-share, per-door, or ROI figures used in marketing are illustrative and depend on occupancy, take rates, plan mix, and the executed commercial terms.

6. End User Responsibilities

- Use the Services only for lawful personal, household, or authorized business use at the subscribed location or property.
- Do not resell, share outside the household or authorized premises, or operate a public hotspot on the Network unless the Order expressly allows it.
- Keep devices patched and reasonably secured. You are responsible for all traffic originating from your credentials, devices, and in-unit connections.
- Do not interfere with Network equipment, remove access points or gateways that serve the property, or attempt to bypass authentication, VLANs, rate limits, or security controls.
- Comply with the AUP and with house rules of the property.
- Cancel or downgrade any Upgrade when you no longer want it, including at move-out. Do not assume the property or Fiber Stream will do that for you.
- Provide reasonable access for maintenance when an in-unit or serving issue requires it.

7. Fees, Billing, and Taxes

7.1 Two billing paths

Most residents see two possible charges, from two different parties:

- **Resident Included Plan** — billed by the property in most cases. Price, term, deposits, proration, and termination are in your lease or community agreement. Fiber Stream is not the merchant of record for those charges unless an Order says

otherwise.

- **Upgrades and optional add-ons** — billed by Fiber Stream to the card or payment method on file. You authorize us and our payment processors to charge recurring Upgrade fees, taxes, and agreed add-ons until you cancel or downgrade.

7.2 Upgrade billing rules

Keep Upgrade payment information current. Failed Upgrade payments may result in late fees permitted by law, suspension of the Upgrade only, collection activity limited to Upgrade amounts, and cancellation of the Upgrade. Disputed Fiber Stream charges must be raised in writing within 30 days of the invoice or card statement. Upgrade prices may change prospectively with notice in the portal or by email.

Internet access and managed-service fees billed by Fiber Stream are generally non-refundable once a billing period has begun, except as required by law or an Order. Refunds of lease-billed included-plan charges are the Property Partner's responsibility.

8. Equipment

Loaned or rented Equipment remains our property unless purchased under an Order. You must use it only with the Services, not tamper with it, and return it in good condition (ordinary wear excepted) upon cancellation or move-out. We may charge an unreturned-equipment or damage fee equal to our then-current replacement cost. You are responsible for power, a suitable environment, and risk of loss of Equipment in your custody. Property-owned infrastructure is not "Equipment" under this section.

9. Service Quality, Network Management, and Security

9.1 Performance

We strive to deliver reliable, professionally monitored service and target high availability (including the 99.9% uptime objective described in some materials). Unless a signed service-level agreement in an Order creates a credit remedy, that figure is an operational objective—not a warranty and not a basis for damages. Wireless performance varies with construction, interference, device capability, distance, congestion, and third-party upstream facilities.

We may use reasonable network management: congestion control, security filtering, spam and malware mitigation, traffic prioritization for network control and support systems, scheduled maintenance, and measures required by law. We do not guarantee uninterrupted, error-free, or latency-free service. We may suspend service for emergency maintenance, abuse, nonpayment of a Fiber Stream-billed Upgrade (Upgrade only), legal process, or threats to the Network or other users.

Upstream fiber, power, and third-party middle-mile or transit providers are outside our exclusive control. Force majeure events—including weather, utility failure, fiber cuts by third parties, war, labor disputes, epidemic, and government action—excuse performance for the duration of the event.

9.2 Enterprise-style Network security (no guarantee of invulnerability)

The Network is built as a managed, multi-tenant property network—not an open coffee-shop hotspot. Typical security controls, which may vary by property and are not a promise that every feature is enabled at every site, include:

- Account-based access so devices connect under a resident or authorized-user login rather than a single shared community password where the property uses per-account onboarding;
- Isolation between resident accounts so one household's devices are not freely reachable by another household on the same property Network;

- Encryption on wireless SSIDs we operate (industry-standard WPA-class security) and HTTPS on account and payment pages;
- Edge firewalling and policy controls that limit unauthorized inbound access to resident devices from the public internet;
- Authentication, authorization, and session controls on the property portal;
- Monitoring for obvious abuse (for example malware-like traffic, scanning, or denial-of-service behavior) and the ability to quarantine or suspend an offending account;
- Administrative access to Network controllers restricted to authorized operations staff.

These are ordinary enterprise-property controls. They reduce risk; they do not make the Network immune to attack, device malware, weak household passwords, or phishing. You remain responsible for securing your own devices and for traffic that originates from your account. We do not review the content of your communications as a routine matter. See the Privacy Policy and AUP.

10. Acceptable Use and Content

Use of the Services is conditioned on compliance with our Acceptable Use Policy. A material AUP violation is a material breach of these Terms and may affect both an Upgrade and included access. You are solely responsible for content you transmit, host, or store via the Services. We do not routinely monitor user content but may do so as needed to operate the Network, enforce the AUP, protect users, or comply with law.

11. Privacy

Personal information is handled as described in our Privacy Policy. Network operation necessarily involves processing technical data such as IP addresses, device identifiers, authentication events, and usage metadata. Submission of personal information through our site or portal is also governed by the Privacy Policy.

12. Intellectual Property

The Services, websites, trademarks (including Fiber Stream and related marks), software, documentation, and content we provide are owned by us or our licensors. We grant you a limited, revocable, non-exclusive, non-transferable license to use the Services as permitted by these Terms and your Order. You may not copy, scrape, reverse engineer, or create derivative works from our software or sites except as allowed by law. Feedback you send may be used by us without restriction or compensation.

13. Copyright Complaints (DMCA)

We respect intellectual property rights and respond to notices under the Digital Millennium Copyright Act. If you believe material accessible via the Services infringes your copyright, send a notice that includes: (1) your physical or electronic signature; (2) identification of the copyrighted work; (3) identification of the material claimed to be infringing and information reasonably sufficient to locate it; (4) your contact information; (5) a good-faith statement; and (6) a statement under penalty of perjury that you are authorized to act. Send notices by email to:

DMCA Agent, Fiber Stream Communications Inc.

Email: info@fiberstreamwifi.com

Phone: 1-888-644-9434

We may terminate accounts of repeat infringers in appropriate circumstances. If you later designate a statutory DMCA agent with the U.S. Copyright Office, that filing (which requires a mailing address for the agent) controls for safe-harbor purposes.

14. Third-Party Services and Links

The Services may depend on or link to third parties (payment processors, hosting and operations platforms, upstream carriers, device vendors). We are not responsible for third-party sites, products, or practices. Your dealings with third parties are solely between you and them. We do not identify those vendors in these Terms.

15. Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED IN A SIGNED ORDER, THE SERVICES, WEBSITE, AND EQUIPMENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, VIRUS-FREE, OR ERROR-FREE, OR THAT SPEEDS, COVERAGE, UPTIME, OR SECURITY CONTROLS WILL MEET YOUR EXPECTATIONS OR DEFEAT EVERY THREAT. SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS; IN THOSE JURISDICTIONS, DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, Fiber Stream Communications Inc. AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, REPLACEMENT COSTS, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY.

OUR TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID DIRECTLY TO US FOR THE AFFECTED SERVICE DURING THE THREE (3) MONTHS BEFORE THE CLAIM OR (B) ONE HUNDRED U.S. DOLLARS (\$100), EXCEPT WHERE A SIGNED ORDER SETS A DIFFERENT CAP. AMOUNTS YOU PAID TO A PROPERTY PARTNER FOR A RESIDENT INCLUDED PLAN ARE NOT “AMOUNTS YOU PAID TO US.” THESE LIMITS DO NOT APPLY TO LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

17. Indemnification

You will indemnify, defend, and hold harmless Fiber Stream Communications Inc. and its officers, directors, employees, contractors, and agents from claims, damages, losses, and reasonable attorneys’ fees arising out of: (a) your use of the Services; (b) your content; (c) your breach of these Terms or the AUP; or (d) your violation of law or third-party rights. We may assume exclusive defense at your expense.

18. Suspension and Termination

You may stop using the website at any time. End User Upgrades may be canceled or downgraded through the account portal or by contacting support; the change is effective at the end of the current paid period unless we state otherwise. **You must take that step.** Property Partner agreements terminate only as provided in the Order. Resident Included Plans terminate only as provided in the lease or community agreement with the property.

We may suspend or terminate an Upgrade immediately for non-payment of that Upgrade, material breach, fraud, or legal risk. We may suspend Network access more broadly for AUP violations, security incidents, court orders, or at the direction of a Property Partner who controls premises access. Accrued Fiber Stream fees remain due. Sections that by their nature should survive (including 12–17, 19–22) will survive termination.

19. Changes

We may update these Terms by posting a revised version on our website and updating the effective date. Material changes affecting existing Fiber Stream-billed Upgrades will be communicated by email or account notice when reasonably practicable. Continued use after the effective date constitutes acceptance, except where law requires opt-in consent. Changes to a Resident Included Plan that the property bills are the Property Partner's to communicate under the lease.

20. Governing Law and Disputes

These Terms and any dispute arising out of the Services are governed by the laws of the State of Arizona, without regard to conflict-of-law rules. Exclusive venue lies in the state or federal courts located in Maricopa County, Arizona, and you consent to personal jurisdiction there—except that we may seek injunctive relief in any court of competent jurisdiction to protect the Network or intellectual property.

Before filing a claim, you agree to try to resolve the dispute informally by emailing info@fiberstreamwifi.com with “Dispute” in the subject line and allowing 30 days for a response. Disputes about lease-billed included-plan charges should be raised with the property. Nothing in these Terms limits non-waivable consumer rights.

21. Miscellaneous

These Terms, the AUP, the Privacy Policy, and any Order are the entire agreement between you and us regarding the Services and supersede prior website terms. They do not replace your lease with the Property Partner. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will remain in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a corporate reorganization or sale. Headings are for convenience only. There are no third-party beneficiaries except as stated for indemnified parties. Legal notices to Fiber Stream under these Terms may be sent by email to info@fiberstreamwifi.com.

22. Contact

Fiber Stream Communications Inc. d/b/a Fiber Stream

Email: info@fiberstreamwifi.com · Support: support@fiberstreamwifi.com

Phone: 1-888-644-WiFi (9434) · Text: 214-799-0608

Web: <https://www.fiberstreamwifi.com>

Lease-billed included-plan questions: your leasing office. Upgrade billing, technical support, and these Terms: info@fiberstreamwifi.com or support@fiberstreamwifi.com.