



## **Inside Wire Care Terms and Conditions and Service Agreement**

Inside Wire Care is our inside telephone wire repair plan (the “Plan”). It is governed by these Terms and Conditions, so we suggest you keep this Agreement for future reference.

**Inside Wire Care:** Provides trouble location and repair of your simple inside telephone wire and jacks including trouble location and repair to inside wire and jacks used to provide your DTC Internet & Cable TV service, but excluding coverage and trouble location to data or cable equipment connected to or used with your services. If the trouble is found in your equipment (modem, computer, tv etc.) used with our services, a separate service charge may apply.

Inside telephone wire is defined as the wire that runs from our connection point (usually a small box on the outside of your home) to the telephone jacks or outlets inside your home that you plug your phone, or other equipment into. Except for inside wire and jacks providing DTC Internet or Cable service, inside wire and jacks does not include wire or cable serving other electronic systems such as computers or entertainment systems. It does not include distribution panels or other non-wire parts of so-called structured wire systems. “Trouble location” means that we will identify whether the problem is in your inside wire and/or jacks or your equipment. It does not include trouble location when the trouble is in equipment connected to or used with your Internet service, your cable televisions or other cable equipment.

We will provide our repair work in a reasonable manner, so we may reroute wire along baseboards or some other location to avoid replacement or repair of drywall, plaster or other materials and to avoid unnecessary work.

The Plan covers repair to existing, working jacks and wiring, but not initial installation. At least one jack in your home must be working before the Plan is effective. Inside Wire Maintenance does not cover trouble that exists prior to establishing telephone service or prior to establishing the Plan unless otherwise noted below.

**Billing:** The Plan is billed monthly, in advance, and is listed as an optional service on your monthly phone bill or as part of your package of services.

**Cancellation:** Subject to any initial billing, you may cancel the Plan without further charge, as of the date you call us. We will continue to provide the Plan and expect you to pay for it until you do cancel either the Plan or your telephone service. By paying for or using the Plan, you agree to these Terms and Conditions.

**Suspension:** We may suspend or discontinue the Plan without notice if no telephone service is being provided to you or if any misuse or abuse of the Plan occurs, or if a hazard or danger to person or property exists which could prevent our technicians from performing the work in a safe manner. We may also suspend or discontinue the Plan with notification, if we do not receive payment on time.

**Changes:** Subject to any applicable rules or laws, we may stop offering the Plan, change any of these Terms and Conditions and increase the monthly charge for the Plan. When significant changes in the Terms and Conditions or increases to the monthly charge occur, we will notify you 30 days prior to the effective date of the change or increased and if applicable, new Terms and Conditions will be sent to you. The notice may be included with your monthly bill and your continued use or payment for the Plan after such a change means you agree to it. Price decreases may be made with less than 30 days notification.

**Taxes:** We will add any applicable sales, use and other taxes or assessments and charges to your bill.

**Limitation of Liability / Sole Remedy:** We are agreeing to provide trouble location and to repair your inside telephone wire and jacks, all consistent with our usual practices. If we do not do that correctly, we will come back and fix it. THIS IS YOUR SOLE REMEDY FOR ERRORS, OMISSIONS AND OUT OF SERVICE CONDITIONS, EVEN IF IT IS OUR FAULT. IN OTHER WORDS, OUR ONLY LIABILITY TO YOU IS TO REPAIR YOUR SIMPLE INSIDE TELEPHONE WIRE AND JACKS IN OUR USUAL MANNER, AND WE ARE NOT LIABLE FOR ANY DAMAGES, REGARDLESS OF THE THEORY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

Limited Warranty / Sole Remedy: We warrant to you and no one else that the work we provide will be done in a proper manner, consistent with industry standards, and any materials we supply will be substantially free of defects. This LIMITED WARRANTY applies only to the work we do and the materials we supply. If you think our work or materials are defective, please contact us promptly and we will correct defects in our work or materials which are our responsibility, without further charge. REPAIR OF ERRORS IS YOUR REMEDY FOR ANY CLAIMS IN CONNECTIONS WITH THIS LIMITED WARRANTY.

#### Exclusions

- Repair or replacement of telephone sets and modems or the cord connecting the telephone set or modem to the jack.
- Drilling or cutting into metal walls in order to facilitate the repair.
- Installation of new jacks and wiring or rewiring. For new telephone service customers, we will reconnect any existing, working jack to the main phone line.
- Cable or wiring that runs between or among separate buildings, apartments or dwelling units, in a multi-tenant property. If you reside in a multi-tenant building, campus, or military housing, we suggest you discuss inside wire repair responsibility with the manager or owner. In some cases, they have arranged to handle telephone wiring repair.

### Exclusions (continued)

- Complete rewiring for jacks and wiring not installed or existing in accordance with accepted industry standards for telephone wiring. We will repair and rewire, if necessary, the jack or outlet that is not working and offer to complete other rewiring, if requested, at our regular installation charges.
- Distribution panels or other non-wire parts of so-called structured wire systems, and no part of any wiring arrangement that provides you with a service or offering of another firm or provider.
- Wire or cable serving other electronic systems such as computers or entertainment systems, except for any inside telephone wire and jacks providing service for DTC Internet or Cable service, but excluding trouble location to, or repair of, data equipment connected to our used with Internet or Cable service.
- Problems caused by wilful damage to the inside wiring, jack(s), coax or outlet(s)
- Damage caused by Acts of God (such as fire, windstorms, floods, or other similar acts)
- Problems caused by defective lie cord(s) or coil cord(s), inside wiring, jacks, coax and outlets that do not meet industry standards.
- Any repair to and/or maintenance of your inside wiring, jacks, coax or outlets to the extent that after reasonable effort DTC determines that such repair/maintenance cannot be performed in a safe manner due to the presence of asbestos or any other environmentally hazardous substance or due to the existence of an unsafe condition.
- If you have more than one line in your premise, you must subscribe to the DTC Wire Care for each line.