



Wire Maintenance

Velocity Telephone, Inc.

Service Agreement

08/2018

Wire Maintenance 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.

WIRE MAINTENANCE:

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 DSL Service, but excluding coverage and trouble location to data equipment connected to or used with your DSL Service. If the trouble is found in your data equipment (modem, computer, etc.) used with DSL Service, a separate service charge may apply.

Inside telephone wire is defined as the wire that runs from “demarc” 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 into.

Except for inside telephone wire and jacks providing DSL Service, inside telephone 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 telephone wire and telephone jacks or your telephone set. It does not include trouble location when the trouble is in equipment connected to or used with your DSL or any other high speed computer service.

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. Wire Maintenance does not cover trouble that exists prior to establishing telephone service or prior to establishing the Plan.

EXCLUSIONS:

The Plan does not cover the following.

- 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. Our technicians will work with you to complete the repair in a safe manner.
- Installation of new jacks and wiring or rewiring. For new telephone service customers, we will reconnect an existing, working jack to the main phone line, if the previous customer had the jack wired to serve an additional 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.
- 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 DSL Service, but excluding trouble location to, or repair of, data equipment connected to or used with DSL Service.



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Billing: The Plan is billed monthly, in advance, and is listed as an optional service on your monthly phone bill.

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.

Deposit: Subject to any applicable rules or laws, if we hold a deposit for your account, we may apply it to any unpaid balance that you owe to us when services are terminated for any reason.

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 increase 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.

Bad Checks and Late Payments: We will charge you for checks/payments returned/dishonored and for late payments in the way we do with other services.

Limitation of Liability / Sole Remedy: We are agreeing to provide trouble location and to repair 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 OTHER 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 SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THIS LIMITED WARRANTY. Our LIMITED WARRANTY is good for a full 30 days after the work is done, so any implied warranties and our LIMITED WARRANTY expire at that time.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusion of incidental or consequential damages or do not allow limitations on implied warranties or their durations, so the above exclusions and limitations may not apply to you.

Nothing in these Terms and Conditions is intended to supersede local ordinances or building codes.

To report a wire maintenance or jack repair problem, call our Repair Service at (763) 222-1000.



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