

Wave WireGuard

Terms and Conditions

Wave WireGuard is offered by Wave Broadband (Wave Broadband and its affiliates may be referred to as Wave Broadband, Wave, "we" or "our") to residential local exchange telephone service customers, cable television customers, and High Speed Data customers (hereinafter, "Customers" or "you").

Read these Terms and Conditions. Your agreement to these Terms and Conditions is indicated by your payment of the relevant charges on your bill.

INTRODUCTION

Wave Broadband is responsible for maintaining network facilities from our headend to your connection point. Without Wave WireGuard, you are responsible for maintaining and repairing all inside communication wire and jacks. If you subscribe to Wave WireGuard, your inside wire and jacks are protected from expensive service calls. "Inside Wire" is defined as the wire that runs from our connection point, which is usually a box located on the outside of your home, and runs throughout your home. Unless specified otherwise, the term "Inside Wire" or "Inside Wiring", when used in these Terms and Conditions, shall include inside telephone, cable, and data wire and jacks, excluding Home LAN wiring.

If something goes wrong with your Inside Wire, you have several choices. You can repair it yourself. You can also call a third party, such as an electrician, to repair it. Alternatively, you can call us and we will repair it. We will charge you for time and materials in repairing the problem, unless you have Wave WireGuard. You are not required to subscribe to Wave WireGuard, but it helps protect you against unforeseen Inside Wire repair bills.

There are several factors that may affect your need for repair. A few examples are: weather, age and condition of your home, and number of users. You are in the best position to decide whether this service is a good value based on your own experience with cable, data, or telephone service and repair.

If your Wave service is location in rented/leased facilities, military housing, condominiums or cooperative dwellings, you should determine whether you are responsible for repairs to your Inside Wire prior to subscribing to the service.

DESCRIPTION OF Wave WireGuard

For a monthly fee, Wave WireGuard provides trouble isolation service and repair service on standard inside wire and jacks. Standard inside wire is wiring that meets the specifications outlined in the National Electrical Code and the Electronic Industry Association standards and has been installed in accordance with these standards.

Coverage- What is included in Wave WireGuard?

Diagnosis: When you report trouble that interferes with the proper functioning of your Wave services, we will test the line to determine if the trouble is on the company side of the connection point (demarcation point between our responsibility and your responsibility) or on your side. If the trouble is on the company side of the connection point, the trouble will be repaired at our expense. If the trouble is on your side of the connection point, we will test the line to determine if the trouble is in your Inside Wire or a specific piece of equipment.

Inside Wire Trouble: If the trouble is in your Inside Wiring and you have Wave WireGuard, we will repair or replace the defective Inside Wiring at no additional cost. Wave WireGuard provides repair and replacement of standard Inside Wire: cable wires, outlets & fittings; Wave data wiring within the customer's premises. At our discretion, we determine the manner in which repairs will be made, and the color and specifications of replaced wire, jacks, and connecting blocks. Surface mounting is the standard for replaced wiring and jacks. Requests for replacement with concealed wiring requiring extra work will be subject to our standard time and material charges.

Exclusion- What is NOT included in the Wire Maintenance Agreement?

- Inside Wire rendered defective by negligence, willful damage, or vandalism.
- Inside Wire rendered defective by faulty and/or improperly installed equipment (for example, phones, faxes, modems, DVD players, Xbox, etc).
- Inside Wire that was not included or was defective when service was ordered.
- Inside Wire that is not connected to the network by Wave, such as Home LAN equipment.
- Inside Wire that is not standard. Standard inside wire is wiring that meets the specifications outlined in the National Electrical Code and the Electronic Industry Association standards and has been installed in accordance with these standards.
- Repair of wiring for boat slips and special boat cords and jacks.
- Jacks located outdoors except for waterproof jacks located on the exterior of your premises.
- For multi-unit dwellings, problems occurring in horizontal and/or riser cable.
- Damage occurring to Inside Wire in connection with physical damage (by reason of flood, earthquake, acts of war, fire, lightning, wine, or other casualty) to a portion of a residence premises: repair or replacement of wire normally is provided so long as continuous Wave service(s) is provided at the premises. If destruction of a residence premises is so severe that Wave service(s) is or must be disconnected and subsequently reestablished, the installation or replacement of Inside Wire is not covered.
- Wave will not be required to perform any service if any asbestos or other environmental hazards exist.
- Wave will not be responsible for charges or services or parts purchased or installed by you or on your behalf without the prior approval of Wave.
- Inside Wiring is not covered when we are prevented from accessing it, for example by the owner of the property, by government or military authorities (i.e. the Customer lives on a military base), or by your landlord.
- Inspections for realtors or certification of wiring for sale of a home.

CUSTOMER'S RESPONSIBILITY

If the work you request requires conduit cutting and patching of finished walls, floors and ceilings, or structure modifications, you are responsible for arranging to have such work performed by other persons.

After each repair or installation visit, you have the responsibility to reestablish the connection or verify proper functioning of any telephone transmitting, dialing or answering equipment connected to your Inside Wire, such as automatic dialers, fire and burglar alarms, meters, sensors, answering devices, and telephones. It is also your responsibility to reprogram any telephone numbers or codes that have been extinguished as a result of the line or any equipment being disconnected during out tests of the functioning of your Inside Wire or the ventral office network access line. In addition it is your responsibility to verify the functioning of any DVD players, VCRs, Surround Sound, Picture in Picture, Xbox, etc.

CHARGES AND TAXES

You agree to pay our current charges for Wave WireGuard, as well as any taxes and fees assessed against either you or Wave Broadband on the charges. For current prices for any services described in these Terms and Conditions, call our Customer Service Center.

DATE OF EFFECTIVE COVERAGE

The Wire Maintenance Agreement becomes effective immediately after your order is completed, except that the service will become effective for Customers ordering new Wave service on the date of installation, and for Customers ordering Wave WireGuard at the time of a repair or installation visit, on the day of the premises visit.

CANCELLATION OF SERVICE

You may cancel Wave WireGuard at any time after one full year of service by calling out Customer Service Center. Charges are prorated to the date service is canceled. We may cancel Wave WireGuard upon a customer's failure to pay the charges in a timely manner, or in cases of Wave WireGuard abuse. An abuse occurs when a customer repeatedly causes or permits damage to occur to Inside Wire.

LIMITED WARRANTY

Identification and isolation of the cause of trouble in an electronic network, like the telephone system, is sometimes difficult and time consuming, especially if the trouble is from multiple causes or is intermittent. Our sole responsibility under Wave WireGuard is to use reasonable skill, procedures and equipment to locate and repair the problem, or to determine that the problem is isolated in a customer's telephone, video, or data equipment. Except as otherwise provided in these Terms and Conditions, if we are not successful in identifying or eliminating the problem, or if we do not perform a repair or replacement correctly, as long as you continue to subscribe to Wave WireGuard, we will return to your premises to correct the repair or replacement at no additional charge.

DISCLAIMER OF WARRANTY

WE HEREBY EXPRESSLY DISCLAIM ALL AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES NOT EXPRESSLY GRANTED IN THESE TERMS AND CONDITIONS.

LIMITATION AND EXCLUSION OF LIABILITY

Wave Broadband shall not be liable for delays or failure to perform Inside Wire repair or installation service due to circumstances beyond our reasonable control (i.e. labor strikes, natural catastrophes, civil disturbances, weather, material shortages, and unusual work loads).

Wave Broadband shall not be responsible or liable for defacement or damage to customer premises occasioned by drilling of holes, or in the attachment and removal of wiring and equipment with standard screws, staples, hooks, fasteners and adhesives when performed in a workmanlike manner.

WAVE BROADBAND SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS DIRECTLY OR INDIRECTLY ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF REPAIR SERVICE OR FROM THE MALFUNCTIONING OR NON-FUNCTIONING OF APPARATUS CONNECTED TO YOUR INSIDE WIRE.

CHANGES TO TERMS AND CONDITIONS

We reserve the right to discontinue offering Wave WireGuard, or to amend the terms and conditions, including increasing the prices, by giving Customers at least thirty (30) days notice. This notice may be in the form of a message included with or as part of your monthly bill. By paying the monthly charge after the effective date of the notice, you agree to be bound by the amendment or change in charges.

ENTIRETY OF AGREEMENT

NO REPRESENTATIVE OF WAVE BROADBAND HAS AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, GUARANTEE, OR WARRANTY TO YOU OTHER THAN THAT STATED IN WRITING IN THIS AGREEMENT. THIS AGREEMENT IS A SUPPLEMENT TO OUR STANDARD TERMS AND CONDITIONS, WHICH WERE PROVIDED TO YOU UPON OUR INITIAL INSTALLATION (AND ARE AVAILABLE ON OUR WEBSITE [HTTP://WWW.WAVEBROADBAND.COM](http://www.wavebroadband.com)), CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT AND UNDERSTANDING BETWEEN WAVE BROADBAND AND YOU CONCERNING THE PROVISION OF **WAVE WIREGUARD**.