

PC Telcom Inside Wire Maintenance - Telephone Terms and Conditions

Description of the Plan

Inside Wire Maintenance. In accordance with PC Telcom's standard procedures, PC Telcom will perform such diagnostics and repairs to the Customer's standard inside telephone wire and jack(s) associated with each PC Telcom dial tone line covered under the Plan (subject to the Plan Exclusions listed below) that become necessary and are reported to PC Telcom while you are enrolled under the Plan. Trouble isolation can often be accomplished through office testing facilities. We reserve the right to dispatch a service technician at our discretion to identify the service problem. If the problem is found to be in your inside wire, or jack(s), you will not be billed a service charge. If the problem is in the line between the network interface on through the jack(s), PC Telcom will repair basic inside telephone wire and modular jacks. If the problem is caused by a defect in the cord from the jack to the telephone or other equipment (e.g., fax machine, answering machine, modem, etc.) that is attached to your line, PC Telcom will advise you of the source of the problem. PC Telcom does not repair such defective phone cords, phones, or equipment. You agree to pay monthly charges and other applicable charges, including charges for missed appointments, for this Plan. There is no additional charge for repairing problems in the wiring or jacks inside your home. Because this Plan is optional, non-payment of charges for this Plan will not cause termination or denial of your regular telephone service. To request maintenance service under the Plan, the Customer should call the PC Telcom repair service telephone number, or such other number as PC Telcom may designate.

Charges

The charges for the Plan are subject to change by PC Telcom from time to time, as more fully described in the next paragraph. All charges, plus all applicable taxes, shall be due and payable by the due date stated on PC Telcom's bill. Payments received after that date may be subject to a late payment charge. CHANGES IN MONTHLY CHARGES, TERMS AND CONDITIONS: THE CHARGES FOR THE PLAN, AND ANY OTHER TERMS AND CONDITIONS APPLICABLE TO THE PLAN, MAY BE CHANGED BY PC TELCOM IN ITS SOLE DISCRETION AT ANY TIME WITHOUT NOTICE. THE PAYMENT OF APPLICABLE CHARGES BY THE CUSTOMER, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY THE CUSTOMER TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS. IF THE CUSTOMER DOES NOT WISH TO CONTINUE RECEIVING THIS PLAN UNDER SUCH REVISED CHARGES, TERMS OR CONDITIONS, CUSTOMER MAY SIMPLY TERMINATE PARTICIPATION UNDER THE PLAN AT ANY TIME UPON NOTICE TO PC TELCOM. Charges for the month will be prorated to date of service cancellation.

Limited 60-Day Warranty

PC Telcom warrants for a period of 60 days that work performed and products delivered under the Plan will meet accepted industry practices and be free from defects in materials or workmanship. Should any work performed hereunder fail to meet these standards and be reported to PC Telcom within said 60-day period, PC Telcom shall perform the nonconforming services, and/or repair or replace the nonconforming product(s). Such performance of work and/or repair or replacement of nonconforming products, shall constitute the entire liability of PC Telcom and sole remedy of the customer under this warranty, whether claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. PC TELCOM DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

THE LIABILITY, IF ANY, OF PC TELCOM, ITS AFFILIATED COMPANIES, THEIR EMPLOYEES, AGENTS AND CONTRACTORS TO THE CUSTOMER OR TO ANY OTHER PERSON FOR DAMAGES RESULTING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICE UNDER THE PLAN, OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY SERVICE, LABOR, MATERIAL, WORK OR PRODUCT FURNISHED IN CONNECTION WITH THE PLAN, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED \$500.00. IN NO EVENT, HOWEVER, SHALL PC TELCOM, ITS AFFILIATED COMPANIES, THEIR EMPLOYEES, AGENTS AND CONTRACTORS HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING

FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICE UNDER THE PLAN, OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY SERVICE, LABOR, MATERIAL, WORK OR PRODUCT FURNISHED IN CONNECTION WITH THE PLAN (SUCH AS, BUT NOT LIMITED TO, TELEPHONE SERVICE OUTAGES AND ANY LOSS OF USE OF WIRING, JACKS OR TELEPHONE EQUIPMENT, AND ANY DAMAGES RESULTING THEREFROM). THESE LIMITATIONS OF AND EXCLUSIONS FROM LIABILITY SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE.

Exclusions

The Plan does not apply to repair or maintenance of: (1) wire or jack malfunctions or problems which arise prior to the commencement of the Customer's coverage under the Plan, or which are caused by misuse, abuse, willful damage to inside wire or jacks, riot, acts of war, terrorism, fire and acts of nature, such as floods, windstorms and earthquakes; (2) inside telephone wiring and jack(s) which are non-standard or do not comply with Part 68 of the Federal Communications Commission Rules or fail to meet PC Telcom's technical standards; (3) malfunctions resulting from the use of telephone lines intended for voice grade transmission to transmit or receive data or signals beyond the operating capabilities of the line; (4) restoration of your premises if you ask PC Telcom to repair concealed wire; (5) the Customer's telephones or other premises equipment; (6) inside telephone wiring, jacks or other items used in connection with your telephone line if the line is provided by a Company other than PC Telcom (7) inside wire or jacks on which 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.

Termination

The Customer may terminate participation in the Plan at any time simply by notifying PC Telcom's local business office (or such other number that PC Telcom may designate for such purpose). PC Telcom may terminate the Customer's participation in the Plan without cause only upon thirty (30) days prior notice to Customer, but at any time in the event Customer fails to pay all applicable charges when due.

Effective Date

Commencement and termination of coverage under the Plan shall be effective on a date to be determined by PC Telcom, which shall not be more than 30 days after PC Telcom receives the Customer's request(s) to commence or terminate the Plan. Where existing service subscribers request coverage under the Plan, the Plan will not become effective until 15 days after the date the Plan is ordered.

General Provisions

In the event that any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision. PC Telcom shall not be liable for any delay or failure to perform its obligations if such delay or nonperformance arises in connection with any acts of God, fires, floods, strikes, or other labor disputes, unusually severe weather, acts of any governmental body, or any other cause beyond the reasonable control of PC Telcom

Entire Agreement

These Terms and Conditions constitute the complete and exclusive terms and conditions pursuant to which PC Telcom provides inside wire maintenance services to you; there are no other agreements, oral or written, relating to these services.

PC Telcom
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