

# Inside Wire Maintenance

## INTRODUCTION

Inside Wire Maintenance ("IWM") is a non-optional service provided to all subscribers in conjunction with their dPi Teleconnect, LLC ("dPi") residential telephone service. Should you experience a problem with your telephone service, dPi will diagnose the trouble and if the problem is with your inside telephone wire and jacks, dPi will repair the trouble at no additional cost to you as provided in the IWM terms and conditions outlined below.

IWM is provided on a per-line basis to help you avoid unexpected costs while affording you the ability to have problems with your existing inside wire and/or jacks repaired in a timely and professional manner. As a new customer, you were informed of the current price of the dPi Inside Wire Maintenance, which is shown below, at the time you initially applied for dPi's service. This price is subject to change. However, you will be notified in advance of any rate change.

**IMPORTANT LIMITATIONS AND EXCLUSIONS EXIST TO THIS SERVICE. YOU SHOULD READ THE FOLLOWING INFORMATION TO UNDERSTAND ALL TERMS AND CONDITIONS.**

## Terms and Conditions

Inside Wire Maintenance is provided by dPi to its residential local exchange customers. As a subscriber of dPi's residential service, you agree to be bound by all of the provisions of the terms and conditions including any future modifications adopted by dPi.

Inside Wire Maintenance provides trouble isolation and repair service to existing inside telephone wire and jacks. Unless otherwise specified, the term "Inside Wire" or "Inside Wiring" is defined as the wiring on the customer's side of the network interface device (usually a box located on the outside of your home) used to terminate dial tone to the customer's residence and any existing jacks.

Inside Wire Maintenance will become effective with the customer's second phone service payment, which should normally be thirty (30) days after completion of the customer's initial service order, move order, or subsequent change order. As this plan does not cover pre-existing problems, the monthly recurring charge associated with IWM, will not be applied on the initial service order, but will be automatically applied concurrent with the first bill (the second full month of service).

Inside Wire Maintenance is not available for repair of complex Inside Wire associated with multiple lines that use common equipment such as telephone stations that are part of a key or PBX telephone system; it is also not available to business customers.

If you have more than one single-line telephone service at a location, (e.g., two telephone numbers), you will incur a separate Inside Wire Maintenance charge for each telephone number or service at the same location in order for each telephone number to receive the plan benefits.

Inside Wire Maintenance Plan services will be denied during a period when; 1) the Customer's service has been suspended or disconnected 2) the account has a past due balance 3) the account is otherwise not in good standing or 4) there has been abuse of service (abuse of service is deemed to be when a customer repeatedly causes or permits damage to occur to the inside wire).

## What is included in Inside Wire Maintenance Service?

When you report trouble that interferes with the proper functioning of telephone service, we will test the line to determine if the trouble is on the network side of the telephone network interface or the customer's side (the network interface is the demarcation point which determines whether the trouble, and the resulting repair, is the responsibility of the telephone company or the responsibility of the customer). If it is determined that the trouble is on the telephone company's side of the telephone network interface, the trouble will be repaired at our expense as part of our local telephone service and in accordance with State and Federal regulations. If it is determined that the trouble is on the customer side of the network interface, we will test the line to determine if the trouble is caused by the inside wire or a specific telephone set or equipment. If the trouble is caused by the inside wire, we will repair or replace the defective inside telephone wire subject to the limitations and exclusions contained in this Plan. If the trouble is not caused by the inside wiring or jacks, but instead by the customer's telephone equipment, which includes but is not limited to, a separate ringer, transformer, lights, speaker telephone or answering device, we will locate the problem, however, repair or replacement of the defective equipment, and the resulting expense, will be the responsibility of the customer.

Inside Wire Maintenance Plan services provide repair and replacement of existing Inside Wire rendered defective by reason of ordinary wear and tear and simple negligence and does not cover:

- Installation of jacks in new locations.
- The rearrangement or rewiring of existing jacks.
- Rearrangement of the customer's drop line.

## What is NOT included in Inside Wire Maintenance Service? Excluded from coverage is:

- Flood, earthquake, acts of war, fire, lightning, wind, or other casualty requiring a substantial reconstruction of the premises.
- Defective by gross negligence (e.g. negligence of a contractor, third party, etc.), willful damage, or vandalism.

- Damage to inside wire caused by faulty equipment (e.g., telephones, faxes, computer modems, satellite dish receivers, burglar alarms, etc.) Installation of an additional inside wire, including connecting the wire at the network interface or jacks.
- Inside wiring that did not work or was not in proper working condition when the service was ordered is not covered.
- Outside wiring to a detached structure on the same premises is not covered; however, wiring inside the detached structure is covered.
- Inside Wiring is not covered when we are prevented from accessing it, for example, by actions taken by the owner of the property, by government or military authorities (i.e., the Customer lives on a military base), or by your landlord.
- Conversion of hard-wired phones to modular phone outlets.
- Repair and isolation of problems found in phone equipment. (e.g. phones, faxes, computer modems, satellite dish receivers, etc.)
- Requests to check for wire taps
- Wiring from a telephone company pedestal to an equipment closet/room, the wiring within the equipment closet/room, or the wiring from an equipment closet/room to an apartment or other multi unit residence. Wiring of this type is deemed to be the responsibility of the apartment owner or property management company.

### **Customer's Responsibility**

It is the customer's responsibility to fully comply with all troubleshooting procedures, including the replacement of customer owned telephone equipment, before a premise visit will be authorized.

If the repair covered by Inside Wire Maintenance requires structure modification of any kind including, but not limited to, conduit, cutting, or patching of finished walls, floors, or ceilings, the Customer is responsible for arranging to have such work performed by other persons at the Customer's own expense.

After each repair or installation visit, the customer has the responsibility to reestablish connection or verify proper functioning of any telephone transmitting, dialing, or answering equipment connected to Inside Wire, such as automatic dialers, fire and burglar alarms, meters, sensors, and answering devices.

Access to the premise and attendance of an authorized adult is necessary during a premise visit. A "Failure to Cancel Premise Visit" charge may apply if an appointment is not cancelled prior to the scheduled appointment window.

It is also the customer's responsibility to reprogram any telephone numbers or codes that have been extinguished as a result of the line or any equipment being disconnected during our test of the functioning of the Inside Wire or the central office network access line.

### **Charges and Taxes**

The Customer agrees to pay our current charges for the Inside Wiring Plan services, which may change from time to time, as well as any taxes and fees assessed. The current rate for the Inside Wiring Plan is as follows:

Inside Wiring Maintenance Plan \$1.50 per line, per month, which is included in the customer's AAM fee.

### **Amendment of Terms and Conditions, Increases in Prices, and Termination of Offering**

dPi reserves the right to discontinue offering Inside Wire Maintenance, or to amend the terms and conditions, including increasing the prices, by giving Inside Wire Maintenance Plan Customers notice of the contract amendment, change in the charge, or discontinuance of the offering. Notice of change may be provided by a variety of methods, including the dPi website, by a toll free number, or by any other reasonable method at dPi discretion. Changes to the Terms and Conditions can be viewed at

[www.dpiteleconnect.com](http://www.dpiteleconnect.com) or [www.vrtxcom.com](http://www.vrtxcom.com)

By paying the monthly charge after the effective date of the notice, you agree to be bound by any amendment to the terms and conditions of Inside Wire Maintenance or changes in charges for the Plan.

### **LIMITATIONS AND EXCLUSION OF LIABILITY**

dPi shall not be liable for delays or failure to perform Inside Wire repair or installation service due to circumstances beyond our control. This includes natural catastrophes, civil disturbances, weather, material shortages, and unusual work loads.

dPi 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.

dPi shall not be liable under any circumstances for attorney's fees or indirect, incidental or consequential damages, including but not limited to, lost profits or any other expense, loss, or damage, directly or indirectly arising from the performance or nonperformance of Inside Wire Maintenance Plan services or from the malfunctioning or nonfunctioning of apparatus connected to Customers' Inside Wire, such as automatic dialers, fire and burglar alarms, meters, sensors, answering devices, and telephones.