Service Protection Plan
Terms and Conditions

For a separate monthly charge, NuLink offers a Service Protection Plan for most residential customers who subscribe to NuLink services. The Plan is a maintenance program that maintains and repairs the inside cable, data and telephone wiring in a customer's home that is used to provide the NuLink services. The Plan may not be available in all NuLink service areas, and is not available to commercial services customers.

The Plan is optional and covers certain inside wiring* (as defined below) related service calls, pursuant to the Plan's terms, for as long as a customer subscribes to the Plan and is not in a delinquent payment status or otherwise in breach of any applicable service term or condition for any of Customer's NuLink services. Please note that: (i) the Plan does not cover certain services related to inside wiring and other items not owned by you (e.g., if you rent your home or apartment); and (ii) without the Plan, customers will be charged applicable service call fees for each Technician Visit.

General Plan Description

The Service Protection Plan is an optional Plan that covers the customer for service calls that require repair to inside wiring*. Inside wiring includes the cable, data and telephone lines used to provide the NuLink services that run through the walls, conduits, crawl spaces, basement and attic of the customer's home starting from the outside line entry point and extending to the individual phone jacks and cable outlets. For customers not subscribing to the Service Protection Plan, NuLink will repair only inside wiring related to services it provides, and will charge a service fee for the Technician Visit.

Service Protection Plan Covers

- Replacement or repair of inside wiring and fittings, jumpers, splitters and amplifiers, including signal leakage issues*
- Repair of pre-existing service or wiring problems with existing coaxial cable or phone outlets*
- Replacement or repair of existing coaxial cable or phone outlets*
- Maintenance and replacement of NuLink equipment due to an unintentional customer caused malfunction
- Maintenance of NuLink equipment and network due to interference from hardware or software added by the customer
- Technician Visit fee when an issue is found to be customer owned equipment, nonstandard outlets, nonstandard wiring or other nonstandard materials
- Technician Visit fee for remote replacement (charge for replacement equipment may apply)
- Upgrade installation fee for customers adding a new line of business (Cable, Internet or Phone)
- No charge for no truck downgrade
- No charge for truck roll downgrade
- No charge for truck roll equipment pick-up
- Verification of connectivity to NuLink wireless network – excluding customer device issues (not responsible if wireless capability on their device is malfunctioning)
- NuLink installed Ethernet (Cat5e) wiring used for a home network

Service Protection Plan does NOT cover services not described above, including:

- Installation of new outlets or relocation of existing outlets*
- Voluntary equipment swaps
- Technician Visit fee for battery related issues, including technician visits for remote control
- Repair or connection of customer owned equipment including TVs, DVD players, etc. and other issues not related to the NuLink network
- Customer education (e.g. assistance with programming remote controls or using the DVR)
- Deliberate or negligent damage to wiring or equipment
- Rewiring or damage to NuLink equipment if destroyed by fire, flood, act of god, vandalism, negligence or willful damage

- Customer installed Ethernet (Cat5e) wiring used for a home network
- Other service issues not currently supported by NuLink policies (such as wireless home networking issues on devices outside of operating range)
- Additional remote controls or replacement remote controls
- Truck roll for equipment pick up if account is disconnected and in charged off status

***Not applicable for accounts where covered items are not owned by NuLink account holder, such as bulk-billed accounts, rental properties, etc.**

Notwithstanding the forgoing, NuLink is not responsible for service under this Plan: 1) if it fails to perform due to labor difficulties, government orders, Acts of God, or other circumstances beyond NuLink's reasonable control, 2) if repairs cannot be performed safely due to environmental or other conditions, or 3) if there is deliberate or negligent damage to your inside wiring, coaxial cable or phone outlets, and/or NuLink equipment.

If the repair is not covered under the Service Protection Plan, you may: 1) make the repair yourself; 2) hire an outside contractor, or 3) have NuLink perform the repair at the standard billing rate.

Except as expressly set forth herein and as permitted by law, NuLink shall not be liable for any injuries to persons or property arising out of installations, maintenance or repairs performed in connection with the NuLink Service Protection Plan nor shall NuLink be liable for any other damages including, but not limited to, indirect, incidental, special or consequential damages, arising from the customer's use or inability to use such inside telephone wire, cable wire, internet wire, telephone jacks or cable outlets. NULINK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES RELATED TO THE NULINK SERVICE PROTECTION PLAN. THIS DISCLAIMER EXPRESSLY INCLUDES, BUT IS NOT LIMITED TO DISCLAIMER OF ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NULINK'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID UNDER THIS AGREEMENT. If you are not the owner of the building where NuLink will perform services covered by the Plan and NuLink does not already have rights to access the building (for example, where NuLink has its own Right of Entry agreement with the building owner), you warrant and represent that you have obtained all necessary permissions from the owner of the building and you will indemnify NuLink from any liability arising from a breach of this representation and warranty.

NuLink will perform all services under this Plan in accordance with industry standards. If problems arise due to defective materials used by NuLink or its workmanship in providing service under this Plan, NuLink will make all necessary repairs and/or replace defective materials.

The Plan is effective the day you order the Plan. Charges for the Service Plan and any other terms or conditions applicable to the Plan may change at any time with at least 30-days prior notice. The monthly charge does not include franchise fees, taxes and other applicable fees.

Other restrictions may apply. The Service Protection Plan is subject to NuLink's standard terms and conditions.

Terms and Conditions Revised as of April 1, 2017.