

## WireCare Terms & Conditions

**1. Phone Care Program.** This WireCare Plan (“Plan”) is offered and administered by Cincinnati Bell Telephone Company, located at 221 East Fourth Street, Cincinnati, Ohio 45202 (also referred to herein as “Cincinnati Bell”, “Obligor”, “Provider”, “We”, “Us”, and “Our”). This Plan is not an insurance policy. Our obligations under this Plan are insured under a service contract reimbursement insurance policy issued by Great American E&S Insurance Company, 301 East Fourth Street, Cincinnati, Ohio 45202. If We fail to act on Your claim within 60 days You may contact Great American E&S Insurance Company directly at (513)369-5000 to request performance or payment of Your claim or payment of your refund should you wish to cancel this Plan. These Plan terms and conditions and Your monthly bill govern the Plan, so You should keep this Contract for future reference. Having the plan is not a prerequisite for obtaining service from Cincinnati Bell. The following terms and conditions will govern the provision of the plan:

**2. Plan Eligibility.** The Plan is offered only to Cincinnati Bell's residential Customers, which is defined as having at least one service, such as home phone and/or internet service.

**3. Agreement.** You agree to all the provisions of this Contract when You order the Plan and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least 30 days written notice to You. Such notice may be provided in a bill insert, as a message printed on Your Cincinnati Bell bill, in a separate mailing, or by any other reasonable method, at Our discretion. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. Any notice given by Us regarding the Plan may be contained on or with Your bill from Cincinnati Bell. The Plan is available only to customers of Cincinnati Bell residential telephone service, and only one Plan per residence will be provided. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the section below regarding cancellation.

**4. What is Covered.** The Plan covers all standard inside telephone wire and jack(s) associated with each Cincinnati Bell dial tone line (“Covered Wires”). In accordance with Cincinnati Bell's standard procedures, we will perform diagnostics and necessary repairs to address mechanical or electrical failure of Covered Wires (“Operational Failure”) reported to Us in accordance with these terms and conditions while you are enrolled under the Plan.

**5. To Obtain Service.** You may file a claim in the event of Operational Failure of Covered Wires by calling a service representative at 513.565.9890 . You must file the claim within [10] days of the Operational Failure. If a Cincinnati Bell Technician comes to your home to perform repairs to Covered Wires, and the problem is in your telephone or associated equipment (e.g., gateway or fax machine), you will be required to pay a **Repair Charge of \$99** for the visit.[x].

**a.** If the source or cause of your reported service problem is found to be with your Covered Wires you will not be billed any Repair Charge for the diagnostics and necessary repairs.

**b.** If a Cincinnati Bell Technician comes to your home to perform repairs to Covered Wires, and the problem is in your telephone or associated equipment (e.g., gateway or fax machine), you will be required to pay a **Repair Charge of \$99** for the visit.

**c.** If a wall-run wire cannot be used to run replacement wire the Cincinnati Bell Technician will run replacement cable at the technician’s discretion and in compliance with Cincinnati Bell’s standard of work.

**6. Contract Period.** Your coverage under this Plan begins [\*] days from the date Your order is received by Us (the “Effective Date”) and shall continue from month-to-month until terminated by You or by Us. We may elect not to renew the Plan upon thirty (30) days written notice to You. Upon any termination or cancellation, coverage under the Plan will continue for thirty (30) days following the next renewal date as if the contract had not been cancelled.

**7. Charges/Deposit.** Cincinnati Bell will bill You once each month, one month in advance. Applicable taxes, regulatory surcharges and assessments, if any, will be added. If Cincinnati Bell does not receive full payment on the due date shown on the bill, a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less, may be charged. A charge may also be assessed for returned checks. The charges for the Plan are subject to change by Cincinnati Bell 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 Cincinnati Bell's bill. Payments received after that date may be subject to a late payment charge.

**8. 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 CINCINNATI BELL AT ANY TIME UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE (WHICH MAY BE IN THE FORM OF A BILL INSERT OR OTHER WRITTEN/EMAIL NOTIFICATION). THE PAYMENT OF APPLICABLE CHARGES BY THE CUSTOMER, OR A REQUEST FOR SERVICE UNDER THE PLAN,**

**AFTER RECEIVING SUCH NOTICE OF 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 CINCINNATI BELL.**

**9. LIMITED 30-DAY WARRANTY.** Cincinnati Bell warrants for a period of 30 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 Cincinnati Bell within said 30-day period, Cincinnati Bell shall re-perform the nonconforming services, and/or repair or replace the nonconforming product(s). Such re-performance of work and/or repair or replacement of nonconforming products, shall constitute the entire liability of Cincinnati Bell 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. CINCINNATI BELL DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10. LIMITATION OF LIABILITY.** THE LIABILITY, IF ANY, OF CINCINNATI BELL, 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 CINCINNATI BELL, 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.

**11. Exclusions. The Plan does not apply to repair of/or:**

- a. Wire/cable other than standard phone wiring, coaxial wiring as well as CAT 3/CAT 5 wiring.**
- b. 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, riot, acts of war, terrorism, malicious activity, vandalism, riot, fire and acts of nature other than lightning, such as floods, windstorms and earthquakes.**
- c. The Customer's telephones or other premises equipment**
- d. Inside telephone wiring, jacks or other items used in connection with your telephone line if the line is provided by a Company other than Cincinnati Bell**
- e. Repair or replacement caused by fire and/or burst pipes. (This is normally covered under the customer's homeowner insurance.)**
- f. Repair of damage caused by a second party. For example, carpet layer/contractor cutting IW or damaging IW or jacks**
- g. Repair of customer provided equipment (instruments, modems, security systems, satellite TV dishes, etc.). Repair of jacks not previously connected to the line reported**

**10 Termination.** You may terminate participation in the Plan at any time simply by notifying Cincinnati Bell. Cincinnati Bell may terminate your participation in the Plan at any time in the event you fail to pay all applicable charges when due or if Cincinnati Bell gives written notice at or greater than 30 days before the termination date.

**11 Transfer.** This Contract is non-transferable by You to any other person.