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## CONNECTED HOME TERMS & CONDITIONS

### INTRODUCTION

This Home Wiring Protection Plan (the "Connected Home Plan") covers standard diagnostics, maintenance and repair of your active, inside telephone, television and Internet wiring (including all active television, computer and telephone jacks, connections and outlets attached to such wiring), all to the extent inside the home and up to a point 12 inches outside of your home (the "Inside Wire"). As a subscriber to this Plan, if you experience a problem with your Internet, television or telephone service, Hargray will use commercially reasonable efforts to determine if the problem is with your Inside Wire, Hargray will repair the trouble at no cost to you, or for a reduced rate fee of \$35.00, subject only to the limitations set forth in the following Plan terms and conditions. A customer who is not a subscriber to this Plan will be charged for any repairs at a flat rate of \$65. This maintenance plan is a service offered to help you avoid unexpected costs and have your service repaired in a timely and professional manner. The Connected Home Plan contains a term commitment of at least twelve (12) months from the date that a service or repair is dispatched.

You were apprised of the price of the Plan at the time you initially enrolled. The price is subject to change and may have changed since your enrollment as specified in a notice sent to your billing address. You will be notified in advance of any future rate change.

IMPORTANT LIMITATIONS AND EXCLUSIONS APPLY TO THIS PLAN. YOU SHOULD READ THE FOLLOWING CONTRACT TO UNDERSTAND ALL TERMS AND CONDITIONS.

### TERMS AND CONDITIONS

The Plan is offered by Hargray to its residential subscribers and other persons residing in Hargray's service territory. By paying for this service, you agree to be bound by all of the provisions of the terms and conditions, including any modifications to the terms and conditions adopted by Hargray in the future. For a flat monthly fee, the Plan provides trouble isolation service and repair service on Inside Wire. The Plan is an optional service that is not required for you to subscribe to or continue Hargray Local Services, including basic telephone or Internet service.

The Plan is not offered 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 subscribers.

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

#### What is included in the Plan?

When you report trouble that interferes with the proper functioning of telephone, Internet or television service, we will use commercially reasonable efforts to determine if the problem is caused by the Inside Wire. If the trouble is caused by the Inside Wire, we will repair or replace the Inside Wire subject to the limitations and exclusions contained in this Plan. If the trouble is not caused by the Inside Wire or is not covered by the Plan, then Hargray, in its sole discretion, may agree to repair the trouble and will charge you on a time and materials basis.

The Plan services provide repair and replacement of Inside Wire rendered defective by reason of ordinary wear and tear and simple negligence.

Some services will not generate a service charge; however, a subscriber will be charged a \$35.00 fee for the following reasons: (a) Customer Education, including but not limited to in-home product education, TV input change, remote control replacement (customer has the option to receive the remote via mail or by picking up at a Hargray retail store), or battery change or; (b) Repair Work, including problems with customer-owned equipment, integrated wiring, defects due to gross negligence (subject to supervisor discretion), or intentional damage or recurring damage related to the same issue (subject to supervisor discretion).

At our discretion, we will determine the manner by which repairs will be made.

#### What is NOT included in the Plan?

Excluded from coverage is Inside Wire rendered defective by a casualty requiring a substantial reconstruction of the premises or acts of war or terrorism. Also excluded from coverage of the Connected Home Plan service is Inside Wire rendered defective by gross negligence, intentional acts of third parties, integrated wiring, willful damage or vandalism. Inside Wire that did not work when Hargray services were ordered or does not meet our installation practices or technical standard is not covered by the Plan services. Outside wiring to a detached structure on the same premises is not covered; however, Inside Wire inside the detached structure is covered. Inside Wire 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., you live on a military base), or by your landlord.

**Subscriber's Responsibility**

If the repair covered by the Plan requires conduit, cutting, or patching of finished walls, floors or ceilings, or structure modifications, the subscriber is responsible for arranging to have such work performed by other persons at the subscriber's expense.

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

Access to the premise and attendance of an authorized adult are necessary during a premise visit. A charge may apply if an appointment is not canceled prior to the scheduled appointment window.

It is also the subscriber's responsibility to reprogram any telephone numbers, passwords 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.

**Charges and Taxes**

By requesting the Plan, you agree to pay our current charges for the Plan, which may change from time to time, as well as any taxes and fees assessed.

**Cancellation of Service**

The Connected Home Plan contains a term commitment of at least twelve (12) months from the date that a service or repair is dispatched. The fee for cancellation prior to the end of the twelve (12)-month term is the then-monthly rate multiplied by the number of months remaining in the twelve (12)-month commitment term. We may deny Plan services during a period when the subscriber's account is in suspension/disconnection for late or nonpayment or in instances where there has been abuse of service. Abuse of service is deemed when a subscriber repeatedly causes or permits damage to occur to the Inside Wire or we otherwise reasonably believe that the Plan is being abused by the subscriber. If the Plan is reordered after cancellation, there is a thirty (30)-day waiting period before the service becomes effective.

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

We reserve the right to discontinue offering the Plan, or to amend the terms and conditions, including increasing the prices, by giving Plan subscribers notice of the amendment, change in the charge or discontinuance of the offering. Notice of change may be provided by a variety of methods, including the Hargray website, by a toll-free number, or by any other reasonable method at Hargray's discretion.

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 the Plan or changes in charges for the Plan.

**LIMITATIONS AND EXCLUSION OF LIABILITY**

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

Hargray shall not be responsible or liable for defacement or damage to subscriber 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.

Hargray 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 Plan services or from the malfunctioning or nonfunctioning of apparatus connected to subscribers' Inside Wire, such as automatic dialers, fire and burglar alarms, meters, sensors, answering devices, computers, televisions and telephones. Hargray's total liability will be limited to amounts paid by the subscriber for Inside Wire maintenance coverage (except for bodily injury and damages to real and tangible property proximately caused by Hargray's negligent or willful act). This Agreement and all matters arising out of or related thereto will be governed by the laws of South Carolina, without regard to conflicts of law provisions. The federal and state courts of South Carolina have exclusive jurisdiction over all disputes arising under this Agreement and subscriber consents to personal jurisdiction of those courts. Subscriber hereby waives any right to a jury trial.