

POINT GUARD™

Point Broadband Service Protection Plan

Protect yourself from costly repair charges when unexpected issues arise. Add Point Broadband's service protection plan "Point Guard<sup>™</sup>" for the ultimate in peace of mind that your Point Broadband equipment will be maintained with no surprise out of pocket costs to you.

# What is included with Point Guard?

- Service calls for replacement or repair of defective equipment and in-home wiring installed by Point Broadband and used with your covered Point Broadband services, Point Broadband equipment and set up for high-speed internet.
- Service calls for support and customer education when you need it, including setting up new streaming devices.
- Flexibility to cancel the plan anytime, no contract required.

## **Benefits of Point Guard:**

- **Equipment** Protection from unexpected repair costs of your Point Broadband System, including accidental damage from handling and power surge failure.
- **Home wiring** Protection from unexpected repair costs in-home wiring, jacks, and outlets installed by Point Broadband and used inside your home to deliver Point Broadband Internet service.
- **Shipping –** Coverage for shipping and handling costs of equipment replaced by Point Broadband.
- **Repairs –** No additional cost for service calls as described herein.

To sign up, please Contact Us. The Service Protection Plan covers you from the day you order! The low monthly fee will appear as a separate charge on your monthly Point Broadband statement. Plus, it's risk free: you may cancel at any time, subject to the provisions below. (See Service Protection Plan Definitions, Terms and Conditions for details.)



### Service Protection Plan Covers:

- Maintenance, replacement, or repair of defective equipment and in-home wiring installed by Point Broadband and used with your covered Point Broadband services;
- Maintenance of Point Broadband 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;
- Diagnosis of issues relating to the connection between your customer equipment and your Point Broadband services; and
- On-site customer education about your Point Broadband Internet Service.

### Service Protection Plan Does Not Cover:

- Repair of inaccessible in-home wiring not installed by Point Broadband;
- Repair of electrical wiring;
- Repair or replacement of customer-owned equipment;
- Installation of new Internet outlets or optional moves or reconfigurations of existing Internet outlets.
- Repairs to wiring used to deliver: 1) non-standard telephone systems such as PBX; or 2) video, telephone, or data services delivered by any provider other than Point Broadband;
- Replacement of wiring destroyed by fire, natural disaster, vandalism, gross negligence, or deliberate damage;
- Repair or replacement of streaming devices;
- Repair of wiring used to deliver streaming services;
- Deliberate, negligent, or willful damage to wiring, streaming device, or equipment;
- Customer installed wiring used for a home or business network;
- Cost of additional remote controls or replacement remote controls;
- Truck roll for equipment pick up if account is disconnected and in charged-off status;
- Missed appointment charges; or
- Other service issues not currently supported by Point Broadband.

## Service Protection Plan Definitions, Terms and Conditions

### **Plan Definitions**

"Demarcation Point" refers to a point beginning twelve (12) inches from where wiring enters your residence. Repair and maintenance of wiring outside the home, beyond the Demarcation Point, is the responsibility of Point Broadband except for where the wiring is owned by a third party, including, but not limited to, another video, telephone or data service provider.

"Equipment Provided to you by Point Broadband" means any equipment that is provided to you by Point Broadband and is either included in your service package or separately charged (e.g.router, wireless gateway, Point Broadband Home hub).



"In-Home Wiring" means wiring you own or control from the Demarcation Point to the Internet outlets in the home that work with your Point Broadband services, as well as all cable jumpers, cable connectors and splitters used for the covered Point Broadband services in connection with the Inside Wiring.

"Inaccessible In-Home Wiring" means wiring that is behind sheetrock, brick, metal, cinder block, plaster, drywall or similar existing structural elements that cannot be serviced without breaching the structure.

"Customer Equipment" means equipment or components owned or provided by the customer, including, but not limited to,WiFi Routers; wireless gateways; streaming devices or media players; computers; and telephones.

## Terms and Conditions of Point Broadband's Point Guard™ Service Protection Plan

For a separate monthly charge, Point Broadband offers a Service Protection Plan called "Point Guard<sup>™</sup>" for most residential customers who subscribe to Point Broadband services. Point Guard is a maintenance program that maintains and repairs the inside cable, data and wiring in a customer's home that is used to provide the Point Broadband services. The Plan may not be available in all Point Broadband service areas and is not available to commercial services customers.

The Plan is optional and covers charges related to service visits: (1) for the diagnosis and repair of Equipment Provided and in-home wiring installed by Point Broadband and used with your covered Point Broadband services; (2) for the diagnosis of issues relating to the connection between your Customer Equipment and your Point Broadband services; and (3) for education about Point Broadband Internet services.

The Service Protection Plan is only available to residential Point Broadband Internet customers 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 Point Broadband services. If customer are not the owner of the building where Point Broadband will perform services covered by the Plan and Point Broadband does not already have rights to access the building (for example, where Point Broadband has its own Right of Entry agreement with the building owner), customer warrants and represents that he/she has obtained all necessary permissions from the owner of the building and indemnifies and holds harmless Point Broadband from any liability arising from a breach of this representation and warranty.

You do not need to purchase the Service Protection Plan to receive support for any issue affecting our outside plant or network, Point Broadband services, or for any equipment we provide to you.

The Service Protection Plan may be cancelled at any time; however, if the Service Protection Plan is cancelled within 60 days of a chargeable in-home service visit, you will be charged for the service visit.

Notwithstanding the forgoing, Point Broadband 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 Point Broadband's reasonable control; 2) if repairs cannot be performed safely due to environmental or other conditions; or 3) if there is deliberate, negligent, or willful damage – as solely determined by Point Broadband - to your inside wiring, coaxial cable or phone outlets, and/or Point Broadband equipment.

The Service Protection Plan does not cover repair to Customer Equipment. However, as a Service Protection Plan customer, you will not pay for a service visit if the Point Broadband technician discovers that the trouble is caused by your Customer Equipment.



The Service Protection Plan does not cover installations of new Internet outlets or optional moves or reconfigurations of existing Internet outlets.

If the work is not covered under the Service Protection Plan you may: (1) make the repair yourself; (2) hire an outside contractor at your cost; or (3) or if it is work that we perform, have us perform the work at our standard billing rate.

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

The Service Protection Plan is effective the day you order the Service Protection Plan. Charges for the Service Protection Plan and terms or conditions applicable to the Service Protection Plan may change at any time with at least 30 days prior written notice.

If you live in a multiple dwelling unit (MDU), such as an apartment or condominium, you are not eligible for the Service Protection Plan.

Except as expressly set forth herein, and as permitted by law, Point Broadband shall not be liable for any losses (including profits, use, income, business, or goodwill) or damages (including direct, indirect, incidental, punitive, anticipatory, special, exemplary, consequential, or any other damages of any kind) arising from, related to, and/or connected with any work performed under the Service Protection Plan. Point Broadband makes no warranties, express or implied, under the Service Protection Plan and specifically disclaims any warranty of merchantability, fitness for a particular purpose, and non-infringement to the fullest extent permissible under applicable law.

The Service Protection Plan terms and conditions are in addition to and not in lieu of Point Broadband's Terms and Conditions of Service and Customer Service Agreement. Other restrictions may apply.

Last updated 02/15/24