



SERVICE PROTECTION PLANS

Addendum to Residential Services Subscriber Agreement

PLEASE READ THIS DOCUMENT CAREFULLY. THIS SERVES AS AN “ADDENDUM” TO THE *RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT* THAT GOVERNS YOUR USE OF CHESNEE COMMUNICATIONS’ SERVICES.

By signing the *Subscriber Agreement*, you accept (in other words, make legally binding) our Customer Agreements, including the *Addendum*.

THE RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT CONTAINS A BINDING “ARBITRATION CLAUSE,” WHICH SAYS THAT YOU AND CHESNEE COMMUNICATIONS AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION. YOU HAVE THE RIGHT TO OPT OUT OF THIS PART OF THE RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT.

Introduction

As a Chesnee Communications customer, you may subscribe to one or more of six (6) Service Protection Plans:

WireProtectSM
Modem/FiberDataProtectSM
Modem/RouterProtectSM
CableProtectSM
CableBoxProtectSM
FullProtectSM

These Service Protection Plans enable you to have access to Chesnee Communications technicians who identify and resolve issues related to a Chesnee Communications product or service.

Subscribing to a Service Protection Plan is optional. Enrollment is not automatic, and features and benefits of the Service Protection Plans are not included with your other Chesnee Communications services.

To subscribe to a Service Protection Plan, you must sign the form presented to you. If you enroll, the charges for the Service Protection Plan will appear on your monthly bill from Chesnee Communications. If you do not enroll, you will still be able to continue to receive other Chesnee Communications products and services.

Terms and Conditions

Eligibility, Effective Date, and Transfer

The applicable Service Protection Plan is available to any current residential customer who purchases Voice, Television, or services from Chesnee Communications. The Service Protection Plan is effective upon you signing the "Subscriber Agreement."

You may not transfer or assign a Service Protection Plan to any other person or entity.

Description of the Service Protection Plan

Subject to the terms of this Addendum, the Service Protection Plans cover the following as described respectively below:

WireProtectSM

Only available if Chesnee Communications installs the jacks. Covers the repair and/or replacement of faulty standard inside wiring and/or modular jacks resulting from normal wear and tear, deterioration and damage. Also covers the service charges for a Chesnee Communications technician to come to your premises and diagnose the problem, if the problem is confirmed to be in your standard inside wiring and/or modular jack(s). WireProtectSM does not cover a Service Call charge in the event the trouble is found to be in telephone equipment not provided by Chesnee Communications. Available to residential customers only, with the rate being per line monthly.

Modem/FiberDataProtectSM

You not only receive the standard WireProtectSM protection, but Chesnee Communications will also replace any defective High Speed Modem received from Chesnee Communications free of charge. Includes one visit and time to install and set up Modem.

Modem/RouterProtectSM

* MUST BE ADDED TO Modem/FiberDataProtectSM. Chesnee Communications will replace any defective Wireless Router received from Chesnee Communications free of charge. Includes one visit and time to install and set up Router.

CableProtectSM

Covers the repair and/or replacement of faulty standard inside cable and/or outlets resulting from normal wear and tear, deterioration and damage. Also covers the service charges for a Chesnee Communications technician to come to your premises and diagnose the problem, if the problem is confirmed to be in your standard inside cable and/or outlet(s). CableProtectSM does not cover a Service Call charge in the event the trouble is found to be in equipment not provided by Chesnee Communications. Available to residential customers only.

CableBoxProtectSM

Includes CableProtectSM. Also covers the one-time per year replacement, if needed, of Cable TV Boxes provided by Chesnee Communications and includes the charge for a Chesnee Communications technician to come to your premises and diagnose the problem. CableBoxProtectSM does not cover a Service Call Charge in the event the trouble is found to

be in equipment not provided by Chesnee Communications. Available to residential customers only.

FullProtectSM

Includes all of the protection of Modem/RouterProtectSM and CableBoxProtectSM.

Exclusions

The Service Protection Plans do not cover:

- Installations, moves or configuration of Internet or outlets or telephone jacks;
- Service visits related to failed self-installations or installations by third parties not authorized by Chesnee Communications;
- Damage to or loss of equipment whether provided by Chesnee Communications or a third party, including converters, remote controls, and/or remote control battery replacements;
- Repair, maintenance, or replacement of customer-owned equipment (e.g., TV, DVD player, video gaming system(s), surround sound, facsimile machine, scanner, printer, external device(s), telephone(s), wireless networking equipment, personal computer(s) and peripherals, etc.);
- Repair, maintenance, or replacement of inside wiring used to deliver any of the following services: (i) non-standard telephone systems such as PBX or fixed-wireless services; (ii) video or data services delivered by Satellite provider(s), fixed-wireless provider(s), and/or other provider(s); (iii) complex wiring or structured wiring panels commonly found in “Smart Homes”;
- Repair, maintenance, or replacement of wiring or cabling within a wall (i.e., wiring or cabling that is wall-fished);
- Repair, maintenance, or replacement required as a result of deliberate damage or flood, earthquake, hurricane, acts of nature, acts of war, fire, vandalism, gross negligence, willful damage, or other casualty

Fees

WireProtect SM -----	\$ 1.95 per month
Modem/FiberDataProtect SM -----	\$ 5.95 per month
Modem/RouterProtect SM -----	\$ 1.00+ per month (added to Modem/FiberDataProtect)
CableProtect SM -----	\$ 1.95 per month
CableBoxProtect SM -----	\$ 5.95 per month (includes CableProtect)
FullProtect SM -----	\$10.95 per month (Modem/RouterProtect and CableBoxProtect)

Additional fees may apply for work performed that is not covered by a Service Protection Plan. If the repair, maintenance, or replacement required to resolve the issue is not covered under the Service Protection Plan or any other binding agreement with Chesnee Communications, you may: (i) make arrangements for the repairs that do not involve Chesnee Communications; or (ii) have Chesnee Communications perform the repair at its standard billing rate and in accordance to industry standards, as applicable.

Payment

You shall pay all fees for the Service Protection Plan, as well as all associated taxes and fees, including late payment charges and interest, as stated on your monthly Chesnee Communications bill.

Initiating a Service Call; Contact Information

To schedule a service call from Chesnee Communications, call 611 24 hours per day, seven days per week. Please send written correspondence to P.O. Box 430, Chesnee, SC 29323-0430.

Cancellation

You may elect to cancel the Service Protection Plan at any time by notifying Chesnee Communications at the office address identified above. This right to void the Agreement is not transferable and shall apply only to you, who are the original subscriber. All Service Protection Plans are billed in whole months, so that the full month of the month in which you cancel service will be billed. Chesnee Communications will continue to provide to you the services pursuant to the Service Protection Plan and you shall continue to make timely payment for the Service Protection Plan until you or Chesnee Communications terminate or cancel the Service Protection Plan as provided herein. By continuing to use and pay for the Service Protection Plan, you consent to the terms and conditions set forth herein.

Our Services are Not Guaranteed and Our Liability is Limited

Identification and isolation of the cause of trouble in an electronic network is sometimes difficult and time consuming, especially if the trouble is from multiple causes or is intermittent. Chesnee Communications' sole responsibility under the Service Protection Plan is to use reasonable skill, procedures, effort and equipment, during the period that you continue to subscribe to the Service Protection Plan to identify and resolve Chesnee Communications service-related issues that are covered by this Addendum. For the duration of the Service Protection Plan, and upon notice from you, Chesnee Communications will repair, maintain, or replace any materials and re-perform any work provided to you pursuant to the Service Protection Plan. Such repair, maintenance, or replacement of materials and re-performance of work shall constitute the entire liability of Chesnee Communications and the sole remedy hereunder, whether a claim or remedy is sought in contract, tort (including negligence), strict liability or otherwise.

THE FORGOING WARRANTY IS YOUR EXCLUSIVE WARRANTY AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW. CHESNEE COMMUNICATIONS DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OUR SERVICES, EQUIPMENT AND SOFTWARE ARE NOT GUARANTEED TO WORK OR TO BE ERROR FREE AND ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). AMONG OTHER THINGS, WE DO NOT WARRANT THAT THE CHESNEE COMMUNICATIONS SERVICES, THE EQUIPMENT OR THE SOFTWARE WILL PREVENT OR PROTECT AGAINST ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR ANY PROPERTY UNDER ANY CIRCUMSTANCES. IF THE LAW WHERE YOU LIVE SAYS WE CANNOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

NEITHER WE NOR OUR LICENSORS OR SUPPLIERS WILL BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON YOUR RELATIONSHIP WITH US, WHETHER BASED ON BREACH OF CONTRACT, TORT (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR ANY OTHER THEORY. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICES OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR OR REMOVAL OF CUSTOMER USE EQUIPMENT OR CUSTOMER-OWNED EQUIPMENT. IN NO EVENT WILL WE BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

CHESNEE COMMUNICATIONS WILL NOT BE REQUIRED TO PROVIDE COMPENSATION TO YOU IN EXCESS OF \$1,000 UNDER ANY CIRCUMSTANCES. CHESNEE COMMUNICATIONS WILL NOT BE LIABLE TO ANY THIRD PARTY, INCLUDING YOUR INSURANCE COMPANY, AS A RESULT OF PROVIDING YOU WITH THE CHESNEE COMMUNICATIONS SERVICES, THE EQUIPMENT OR THE SOFTWARE. YOU WAIVE (IN OTHER WORDS, GIVE UP) ANY RIGHT YOU MAY HAVE TO GIVE YOUR INSURANCE COMPANY THE POWER TO SUE CHESNEE COMMUNICATIONS (WHICH IS KNOWN AS "SUBROGATION").

IF YOU RECOVER ANY LOSSES OR DAMAGES FROM AN INSURANCE COMPANY IN CONNECTION WITH ANY CLAIM THAT RELATES TO OUR PROVISION OF THE SERVICES, YOU RELEASE CHESNEE COMMUNICATIONS FROM ANY OBLIGATION TO PAY YOU ANY SUCH AMOUNTS AND FOR ALL INSURANCE DEDUCTIBLES RELATING TO THE POLICY GIVING RISE TO SUCH RECOVERY.

NEITHER WE NOR OUR LICENSORS OR SUPPLIERS WILL BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON YOUR RELATIONSHIP WITH US, WHETHER BASED ON BREACH OF CONTRACT, TORT (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR ANY OTHER THEORY. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICES OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR OR REMOVAL ANY EQUIPMENT. IN NO EVENT WILL WE BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

Modification, Termination, and Cancellation

Chesnee Communications may at its discretion suspend, terminate, or modify the Service Protection Plan and may change or modify the rates, terms and conditions described herein, in accordance with applicable law and upon thirty (30) days' notice to you. If you are affected by such changes or discontinuation, you will be notified in advance via written correspondence at your billing or last known address. Chesnee Communications may provide notice of changes to this Addendum with your monthly Chesnee Communications bill. In the event of cancellation by Chesnee Communications, the notice of cancellation shall state the effective date of the cancellation and the reason for cancellation.

Chesnee Communications may terminate this Addendum or suspend the Service Protection Plan immediately without notice if you (i) fail to pay amounts due to Chesnee Communications, (ii) make a material misrepresentation to Chesnee Communications, or (iii) fail to comply with any of the terms and conditions set forth herein. Such termination will not cause termination or denial of your other Chesnee Communications products or services.

You may become ineligible for a Service Protection Plan if Chesnee Communications does not receive timely payment for the Service Protection Plan, if Chesnee Communications is not providing services to you, or if a hazard or danger exists that would endanger Chesnee Communications personnel or facilities or that would interfere with Chesnee Communications' ability to fulfill its obligations under this Addendum.

**End of
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