



SmartLink Protect Plan

2019

The City of Mont Belvieu and MB Link Broadband are proud to serve you!

You have selected the MB Link SmartLink Protect Plan ("Plan") which is a comprehensive inside wiring isolation, repair, and education plan offered by MB Link Broadband (collectively "MB Link", "we" or "our") to its residential and small business customers (collectively "Customer", "you" or "your"). By selecting the Plan, you agree to be bound by these Terms and Conditions including the standard Terms and Conditions applicable to the MB Link Broadband Service ("Service" or "Services") to which you subscribe.

DEFINITIONS

This Plan covers residential and small business service calls that relate to Inside Wiring only. Inside Wiring is wiring that is owned by you and begins at the Demarcation Point, (the juncture at which MB Link's responsibilities end and your responsibilities begin) and extends to your SmartLink Router and other Customer Premises Equipment (CPE) connected to a service MB Link provides. Unless specified otherwise, the term "Inside Wire" or "Inside Wiring", when used in this Plan, shall include MB Link installed fiber-optic wiring, fiber patch panel, and fiber patch cable. In addition, Inside Wiring also includes MB Link installed Ethernet wiring, Ethernet wall jacks and Ethernet patch cables. The term Demarcation Point, when used in this Plan, is defined as the wall-mounted Fiber Transition Terminal (FTT) on the outside of the Customer's premises.

TERMS AND CONDITIONS

This Plan applies to MB Link residential and small business customers only. Under the Plan, and for as long as you subscribe to the Plan, when you notify us of a Service problem or outage, MB Link will identify whether the problem is with the Inside Wiring or equipment related to the Service. If the Plan covers the problem, MB Link will correct or repair the trouble at no cost to you consistent with industry standards. If you do not subscribe to the Plan, you will be subject to MB Link's then current labor charges to isolate or repair the trouble. Any repair or maintenance at or before the Demarcation Point is the responsibility of MB Link except for damages due to animals, negligence, vandalism, tampering, or missing locate tickets. Customers residing in Multiple Dwelling Units (MDU) such as apartments, condominiums, co-op, or other group facilities, the Demarcation Point is the fiber patch panel where the Service enters your individual unit.

What is included in the MB Link SmartLink Protect Plan?

- Repair and replacement of wiring from the Demarcation Point to fiber patch panel.
- Repair and replacement of wiring from Demarcation Point to SmartLink Router.
- Repair and replacement of wiring from SmartLink Router to CPE.
- Replacement of installed fiber patch panel per industry standards.
- Replacement of installed SmartLink Ethernet wall jack per industry standards.
- Wiring installed at the time of installation of an MB Link Service.
- Wiring damages caused by animals or rodents.
- Troubleshoot and isolate problems with MB Link Service or equipment.
- Provide analysis on customer-owned equipment that may be impeding MB Link Service.
- Identification and verification that MB Link Services and equipment are working properly.
- Identification of gross negligence or willful damage such as tampering with FTT.
- Customer education service calls on MB Link Service and equipment.

What is NOT included in the MB Link SmartLink Protect Plan?

- Fees associated with installation, removal, relocation, or changes to MB Link Services.
- Installation or relocation of the FTT or fiber patch panel.
- Installation or relocation of the SmartLink Router.
- Installation or relocation of SmartLink Ethernet wall jacks.
- Centralized wiring panels, Smart Home panels, or any complex premise wiring.
- Wall fishing or wall penetrations not made at the time of installation.
- Wiring that supports a competitor's service offering, or issues caused by competitor's equipment.
- Repair or replacement of customer-owned equipment and wiring that connects such equipment.
- Maintenance or repair of Ethernet cabling not installed by MB Link.
- Computer or network configuration assistance.
- Wiring repair or replacement due to remodeling of the premises.
- Installation of Smart TVs, streaming devices, wireless cameras or any related equipment.
- Wiring damage caused by vandalism, fire, flood, Acts of God, gross negligence or willful damage.

CUSTOMER'S RESPONSIBILITY

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

After each repair or visit, it is Customer's responsibility to re-establish connectivity with or verify the proper functioning of any Internet-based transmitting, dialing or answering equipment connected to the Services such as automatic dialers, fire and burglar alarms, meters, sensors, medical equipment, cameras, or IP phones. In addition, it is also Customer's responsibility to verify the proper functioning of any wired or wireless devices such as SmartTVs, computers, streaming services, gaming consoles, or etc.

CHARGES AND FEES

The Plan is available for a monthly recurring charge of \$5.00 and is effective the day you subscribe to it. MB Link may immediately, and without notice, suspend or discontinue the Plan if MB Link Service is no longer provided by MB Link, if any misuse or abuse of MB Link Service occurs or if a hazard or danger to person or property exists which would prevent our technicians from performing the work in a safe manner. Subject to any applicable rules or laws, MB Link may discontinue the Plan or change any of these Terms and Conditions. MB Link will provide thirty (30) days' prior written notice of any material changes in the Terms and Conditions of this Plan. This notice may be included in your monthly bill. Additional fees may apply for any work performed that is not covered by this Plan.

CANCELLATION OF SERVICE

You may cancel the Service at any time by calling our MB Link Customer Operations Center at 1-844-4MB-LINK. If you cancel the Plan within sixty (60) days of when you subscribe to the Plan, MB Link may apply a full service charge for service calls made during such 60-day period. If you cancel the Plan, you are ineligible to re-subscribe to the Plan for a period of six (6) months from the date of cancellation. Charges are prorated to the date Service is cancelled, except for the first billing month; this is a minimum of one month billing. There is no charge for cancelling the Service. We may deny the MB Link SmartLink Protect Plan services during a period when the Customer's account is in suspension/disconnection for late or nonpayment or in an instance where there has been abuse of Service. Abuse of service is deemed when a Customer repeatedly causes or permits damage to occur to the Inside Wiring. If the MB Link SmartLink Protect Plan is reordered after cancellation, there is a thirty (30) day waiting period before the Service becomes effective.

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NO WARRANTIES

CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICES PROVIDED UNDER THE MB LINK SMARTLINK PROTECT PLAN ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. EXCEPT FOR THOSE LIABILITIES THAT MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, MB LINK DISCLAIMS ALL LIABILITY FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES SUFFERED OR INCURRED BY ANY PERSON IN CONNECTION WITH SERVICES PROVIDED PURSUANT TO THIS PLAN. MBL DOES NOT WARRANT THAT ENROLLMENT IN THE PLAN WILL PREVENT, CORRECT OR PROTECT AGAINST ANY LOSS OF DATA, DEVICE FAILURE, THEFT, OR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY UNDER ANY CIRCUMSTANCES WHATSOEVER.

LIMITATION OF LIABILITY

MB LINK SHALL NOT BE LIABLE FOR ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF INSTALLATIONS, MAINTENANCE OR REPAIRS PERFORMED IN CONNECTION WITH THE PLAN; NOR SHALL MB LINK 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 THE WIRING WHETHER COVERED BY THE PLAN OR OTHERWISE.

Effective Date: 04.01.2019

Last Updated: 05.01.2019