

# SUMMARY OF RIGHTS AND RESPONSIBILITIES FOR TELEPHONE, VIDEO, & DATA SERVICES

## D&P COMMUNICATIONS, INC.

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### **Purpose**

This pamphlet sums up the rights and responsibilities for customers of D & P Communications in regard to residential and business telephone, video, and data service.

### **Availability of Service**

D & P Communications will provide service to everyone, regardless of religion, race, color, national origin, age, sex, marital status, height, weight, conviction record, or handicap. However, D & P Communications is not required to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still lives at the address. People applying for service will be required to provide identification that can be readily and inexpensively verified.

### **Deposits and Prepayments**

No deposit will be required to get service, unless the potential applicant refuses to provide identification that can be readily and inexpensively verified.

The Company conducts a credit check on all potential customers. If the credit check is deemed unsatisfactory, a deposit not to exceed \$400 will be required. In addition to the deposit, the Company may require a prepayment amount that will equal the charges for the services for a one month billing period.

### **Billing and Payment Standards**

A monthly statement will be produced for each customer that will arrive on or about the same day of each billing cycle. Your current months charges will be itemized as well as show any additional feature charges, rebates, and past due balances. Your current bill payment is due in our office on or before the 18th of the month. Please allow 5 days if mailing the bill.

### **On-Line Statement Viewing and Bill Payment**

Customers can now go paperless and view their statements and pay bills on-line. Payments can be made by debit or credit card. Visit [www.d-pcommunications.com](http://www.d-pcommunications.com) and click on the "My Account" link in the upper right corner of the page to sign up. Accounts are debited on the 15th of the month.

### **Late Fees**

A \$9.95 late fee will be assessed to any customer bill for balances not received in our office by the 18th of the month.

### **Service Changes**

Any subscriber who wishes to add or remove features from any of their services, may do so by calling the business office.



## **Billing Disputes**

A subscriber will have thirty (30) days from the date the bill is mailed to notify the Company if there is a billing dispute. The subscriber is required to remit the undisputed amount of the bill by the due date. The company will respond either by telephone or in writing to the subscriber within thirty (30) days after the dispute is received from the customer with the result of the company's investigation of the dispute. If the company determines that an adjustment or credit is not warranted, payment must be made within 30 days or service will be disconnected.

## **Subscriber Complaints**

If a subscriber continues to be dissatisfied after the company has attempted to resolve a complaint, they can call or write the company to explain the problem. At that time, management will investigate the complaint and take the necessary steps to resolve it.

The company will submit a written reply to the customer within thirty (30) days of receipt of the subscriber complaint. The reply will state what action has been taken to resolve the complaint, how long it will take to correct the problem, or if the company feels that the complaint is unjustified, they will state the reason for the company position.

## **Credits for Service Disruptions**

Credits for service disruption will be issued after a subscriber has been without service for 24 consecutive hours or more. The credit will be issued no later than the subscriber's next billing following the determination that credit is warranted.

Credit will be calculated as daily rate times the number of days out of service. When the disruption criteria have been met, the customer must contact the Company in writing or by phone within thirty (30) working days of the outage. Credit will not be issued for circumstances beyond the control of the company, such as storms, power outages, or if the Company could not gain access to its equipment to repair the problem.

## **Trouble Reporting**

Subscribers who need to report a trouble with their service can do so by calling our business office at 734-279-1339, or 1-800-311-7340. A service representative will be available to take your report during normal business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. If the trouble cannot be resolved over the phone, an appointment will be set up to resolve your trouble.

After business hours, you can leave the nature of your trouble on voice mail for investigation the next day or you can call the emergency repair number, 734-279-2620.

## **Cable TV Programming Blackouts**

Occasionally, we are required by law to prevent showing certain programs. These "blackouts" can affect sporting events as well as other programs. Blackouts are imposed for two general reasons: To protect, a) the local team's ability to attract a live audience; and, b) television revenue rights prevent the duplication of an event by multiple carriers. In each case, there is one network that is designated as the exclusive carrier of any specific event or television program. The exclusive network has arranged for this privilege at its own expense. FCC regulations require us to blackout all other carriers of these events.



## **Non-Company Owned Equipment**

A service call required to resolve a cable television service problem is provided at no cost to the subscriber, if the problem is found to be in the cable company's facilities.

However, if non-company owned equipment such as unauthorized use of cable ready TV sets, video games, or other subscriber related problems results in a service call to the subscribers premise, a trip fee will be charged. If the subscriber wants the company to fix the problem, it will be billed on a per quarter-hour basis.

## **\*\*\*Theft of Service and Cable Audits\*\*\***

The company has a state of the art cable system that is capable of detecting signal theft and signal leakage. We regularly audit our system to detect any kind of tampering. Please be aware that the coaxial cables carry voltage that supply power to the home terminal located outside your house. Unauthorized tampering with this home terminal could result in damage to your television set, other equipment or cause personal injury.

## **Service Shut Offs**

Services can be shut off for the following reasons:

1. Non-payment of a delinquent account for any unpaid services
2. Unauthorized tampering or interference with company facilities and equipment that are on the customer's property;
3. Refusal to grant access at reasonable times for inspection, maintenance, or replacement of equipment installed on customer's property;
4. Misrepresentation of the customer's identity;
5. Violation of a company tariff that hurts the safety of the customer or other persons or the integrity of the Company's system;
6. Any other unauthorized use or interference with company services or property.

## **Shut Off Extension for Medical or Psychiatric Emergency**

In case of a medical or psychiatric emergency, the company may postpone the shutoff for up to 15 days. To qualify, a customer must provide a physician's certificate identifying the illness and stating there was an emergency. The postponement may be extended for an additional 15 days if the customer provides another physician's certificate.

