

2005 Annual Customer Notification

"Local Service, Local Support"



201 Pickens Lane
Columbia, TN 38401
Phone 931-388-4833
Web www.cpws.com

Thank you for choosing Columbia Power & Water Systems Broadband Division ("CPWS") as your broadband services provider. As required by law, we are notifying our customers of their right to privacy, our complaint procedures, billing procedures, refund policy, set-top converter/TV compatibility and subscriber service procedure.

PRIVACY NOTICE

The Cable Communications Act of 1984, as amended by the Cable Consumer Protection Act of 1992, outlines your right to personal privacy as a customer. All personally identifiable cable-related information pertaining to your account is on file at the CPWS office and is available for your review. If you wish to review these files, please contact us to make an appointment during normal business hours. This file includes the following: your name, address, phone number, payment history, service options you have ordered, maintenance and repair records, and the number of service television sets. This information is used for bill, service, marketing, research and other cable-related purposes. CPWS may use it during the time you receive cable service and for a period of time at the conclusion of active service.

CPWS will not release any such personal information except to those individuals or businesses to which we are legally permitted to do so. We will not release any information pertaining to you to any government agency unless it is under the compliance of a summons, subpoena, or court order. In such cases, unless prohibited by the order, we will attempt to notify you in order to give you a chance to contest the order as law permits you.

CPWS respects the rights of our customers. Keeping you informed is an important part of our continuing effort to provide you with better quality broadband services.

COMPLAINT RESOLUTION PROCEDURES

CPWS places a high priority on ensuring that our customers are satisfied with the service we provide. Toward this goal, and in order to comply with FCC law, CPWS has designed the following procedures to respond to any dissatisfaction you may have regarding cable service.

If you have a complaint regarding any aspect of your cable service, we encourage you to call our Customer Service Department. If you are not satisfied with the manner in which your concern has been addressed after speaking with a Customer Service Representative, please submit your complaint, in writing, to:

James O. Clark, General Manager
201 Pickens Lane
Columbia, TN 38401

We are committed to resolving your complaints promptly. If you feel the complaint was not handled or resolved properly, you may also contact the local franchising authority. A Customer Service Representative can provide you with contact information. Again, we encourage you to contact us if you are dissatisfied with any aspect of your cable service. CPWS looks forward to serving you with excellence!

INSTALLATION

We have installed cable in your home in a manner that is consistent with Federal Communication Commission (FCC) rules. Here are a few tips to keep it operating safely and reliably:

1. During a severe electrical storm you should unplug your TV set and cable converter to avoid damage. Millennium and your television set manufacturer are not responsible for damage that occurs due to acts of nature.
2. Your cable converter operates at 110 volts, so please take all the precautions which you would for any small appliance – such as, checking to make sure the cord is not worn or damaged.
3. For your own safety, please do not attempt to open or tamper with your cable converter.

If you have someone other than us install the inside wiring in your home, or if you do it yourself, ensure that it complies with applicable government regulations (like FCC signal leakage rules) and does not interfere with the normal operations of the cable system and other communications systems (like police or fire radio signals).

ACCESS TO FACILITIES

You authorize us or our designees to enter into your home, in your or your representative's presence, or upon your property during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the service and equipment supplied by us. This authorization includes allowing us or such designee to be on your property outside your home at reasonable times even if you are not at home. You authorize us or our designee to make connections and perform other tasks which are necessary or desirable to enable us to provide service to you or others, including connecting and making necessary attachments to your inside wiring. If you are not the owner of your home, you agree to supply us or our designee, if we ask you to, with the owner's name and address, proof that you may give us access on the owner's behalf and, if needed, consent from the owner of the home.

It is our policy that our installers and technicians will not enter your home to perform work if a responsible adult is not present. We recognize that this may cause inconveniences for some of our customers, but we feel strongly that this policy is essential to protect both you and our employees.

BILLING POLICIES & PROCEDURES

Your bill gives you an itemized listing of your charges. We provide service to you on a month-to-month basis. Charges for service start within 24 hours after service is installed. Your first bill will include installation charges (if any). Because you are billed a month in advance, your first bill reflects charges from the date of installation to the end of that billing period, plus charges for the following month. The exception is for pay-per-view movies or events, which generally are billed after they are provided to you.

The bills you receive will show the total amount due and the payment due date. When you subscribe to our services, you agree to pay us monthly by the payment due date reflected on your bill for that service and any other charges due us, including any late fees, charges and assessments due to late payments or nonpayments, any returned check fees, and other separate or additional fees such as sales tax and franchise fees.

Bills are due and payable upon receipt. Customers are allowed at least fifteen (15) days from the billing date to render payment before a late payment penalty is added. If this date falls on a weekend or holiday, the next business day is allowed as a day of grace. Payments made after the late payment date will be subject to a late payment charge.

Accounts unpaid (including returned checks) twenty-two (22) days after the billing date may be disconnected. Failure to receive a bill does not relieve the customer of the payment obligation. For customers with hardship or other special extenuating circumstances, special counseling is available to arrange a payment schedule.

Budget billing is available to customers with a twelve (12) month history at the same location.

A billing history is readily available and will be supplied at the customer's request.

MOVING

BEFORE YOU MOVE, please call CPWS. This is the best way for us to disconnect your service, recover our converter and arrange for cable service in your new home. Call us in advance, and we will schedule a new installation, provided your new home is in our service area.

Converters, remote-control devices and any other equipment provided by us should be returned to us immediately, should you decide to disconnect your cable television service. You are liable for these items, and will continue to be billed until the equipment is returned. If you have lost it, or are otherwise unable to return it, you must pay us for it.

EQUIPMENT COMPATIBILITY

Except for the inside wiring, which we consider your property regardless of who installed it, the equipment installed by CPWS belongs to us unless you have purchased it. We may, at our option, supply new or reconditioned equipment to you.

You are responsible for preventing the loss of, or damage to, the equipment at your residence. We suggest that your homeowners, renters, or other insurance cover the equipment in your possession. You will be directly responsible for repair, replacement and other costs, damages, fees and charges if you return damaged equipment.

"Cable Ready" & "Cable Compatible" Equipment

One of the reasons you may subscribe to our cable system is we offer many more channels of programming in addition to what you may be able to receive off-the-air. You may have TV receivers or VCR's that can tune to all non-scrambled channels we provide, or you may have older sets that are unable to tune to all channels available over the cable system.

Even if you have an older TV or VCR that was advertised as being "cable ready" or "cable compatible," the equipment may not perform as you expected when connected directly to cable. This is because previously there were no standards applicable to TV manufacturers governing the reception of cable channels.

According to new Federal Regulations, TV's and VCR's sold in the United States as of July 1997 cannot be called "cable ready" or "cable compatible" unless they comply with new technical requirements adopted by the FCC, including the ability to properly tune cable channels.

You may encounter additional problems or interference when your TV or VCR is connected directly to cable. For example, you may encounter co-channel interference or an inability to receive higher number channels. These problems are often solved through the use of a converter. Converters are available through CPWS for a monthly fee.

The converter will "convert" the cable channels to a designated channel on your TV. Please understand that the process of converting all of our channels to such a channel means that you can only receive one channel on your TV at a time through the converter. This means that there may be certain features of your TV or VCR that depend on channel tuning of these devices that you will not be able to use. For example, taping one program while watching another, recording two or more consecutive programs appearing on different channels, and the use of picture-in-picture may not be possible without additional equipment,

Availability of Additional Equipment

Some of the channels offered on the cable system may also be scrambled or transmitted digitally and may be viewed only if a digital consumer terminal (DCT) is used. However, as described above, a converter may limit your ability to use certain advanced features on your TV or VCR. If you use a converter, and you have problems using the special features, additional special equipment may be necessary to regain some or all of these features. CPWS will consult with you in order to determine what specific equipment may be available to solve your particular situation. The equipment may include an additional converter or a digital video recorder (DVR).

Please remember that converters with descrambling capabilities should only be obtained from us. In fact, should you see advertisements for cable converters that have descramblers in them ("pirate boxes" or "black boxes"), you should understand that these devices may be illegal to sell or use, unless authorized by us. Because of the need to protect our scrambled services, we will not authorize the use of any receivers/descramblers not provided by the system. Anyone using illegal receivers/descramblers are actually stealing cable service and will be prosecuted, as this practice unfairly results in increased prices to our honest subscribers.

Remote Controls

Currently, CPWS provides customers with a Scientific Atlanta DCT (digital consumer terminal) with a compatible remote control. These receivers are provided by CPWS for an additional monthly fee; however, the remote controls are provided at no extra charge when you lease the receiver.

XpressNet High Speed Internet Service

On occasion it is necessary for CPWS to perform maintenance and/or software upgrades in an effort to improve and enhance the service on our high speed internet network. This maintenance is typically performed during non-peak usage periods (midnight to 5 a.m.). CPWS will strive to minimize the length of interruption, if any, associated with such maintenance or upgrades.

A CLEAR PICTURE & HOW TO KEEP IT

We do everything possible to make sure the picture you receive is the best it can possibly be. If you're experiencing reception problems, there could be a quick, easy solution right in your home. Before you call us, please review the following troubleshooting checklist:

1. Make sure your TV and the receiver are plugged into a live electrical outlet and are turned on.
2. For receiver use, make sure your TV is tuned to channel 3 (channel 4 for some TV's).
3. Hand-tighten all the connections to your TV, VCR, and receiver.
4. Switch all cable-ready TV's to "CATV."
5. If you have more than one (1) cable outlet, check to see if the problem is occurring on all TV's connected to our cable service.
6. Check all the channels to determine if the problem is only one channel, on all channels, or on a group of channels.
7. Make sure the batteries in your remote are working properly.

If you have tried all the items on this checklist and the problem is still not resolved, please call Customer Service at 931-388-4833. While we do everything possible to ensure trouble-free reception, from time to time equipment failures can occur.

REPAIR POLICY

CPWS will repair and/or replace equipment used to provide your cable service at no charge. If you are experiencing problems, call to schedule an appointment for service. While most service and repair calls are free, CPWS may charge for certain non-cable related service calls.

OVERVIEW OF SERVICES OFFERED

Basic Service. Basic Service may include off-air broadcast stations and franchise-required public, educational and government access channels. Programming is subject to change at any time. Pursuant to Federal Law, cable customers must subscribe to Basic Service in order to subscribe to any other cable service.

Expanded Service. Expanded Service is an optional level of service above and beyond Basic Service and is billed separately from Basic Service. A customer must receive Basic Service in order to be eligible to receive Expanded Basic Service. Expanded Basic Service may include many of the non-premium cable channels such as The Discovery Channel, Lifetime, ESPN, A&E, USA, and TNT. All such programming is subject to change at any time.

Digital Service. Digital Service is an optional level of service generally available to customers who receive Expanded Service. Digital Service provides access to an array of movies and other programming with digital-quality picture and sound. Included in Digital Service are the interactive program guide, commercial-free music, and access to pay-per-view programming. Additional channels may include classic movies, sports, news and finance, health, home improvement, educational and children's programming. Digital Service requires a digital cable box to receive them.

Premium Services. Premium Services are available on a per channel or per service basis. Premium Services generally include Home Box Office (HBO), Showtime, Cinemax, The Movie Channel, Starz! and Encore. There is a separate monthly charge for each premium channel a customer receives.

Other Optional Services. In addition to these programming services, we may also offer our customers, for an additional monthly charge, the rental of set-top converters or remotes. We may also offer XpressNet high speed internet service, a high-speed connection to the Internet for your personal computer. XpressNet offers speed, convenience, and content-enhanced access to the Internet including full motion video; national, regional, and local content; WebMail; personalized browsers and other features. XpressNet service is subject to certain terms and conditions.

A Note About Programming. We receive programming from various non-cable and cable networks. We are not responsible for the content of programs aired by these networks and may not alter the programming schedule. Please contact specific cable or broadcast networks directly with your programming complaints or questions. You may contact the CPWS office for pricing and channel lineups or view them at www.cpws.com.

THEFT OF SERVICES

Federal law contains both civil and criminal penalties for manufacturers, suppliers, and users of unauthorized cable devices. This federal theft-of-service law supplements any existing state or local laws, and provides a remedy against any person who, without authorization, intercepts or receives any communication service which is provided over a cable system. This would include the theft of audio, video, textual data or other service, including data transmitted to or from a customer over a system that has interactive capability.

Cable theft increases our costs in delivering quality service to our customers. We prohibit tampering with our equipment or the use of purchased equipment to receive unauthorized broadband or other communications services. CPWS will take action to deter theft of service, including service termination, restitution, civil actions for legal damages, and in some cases, criminal prosecution.

EMERGENCIES

Emergencies such as fallen power poles, violent storms or sub-freezing weather may interfere with reception of cable service. We will promptly have one of our crews correct an emergency situation.

OFFICE HOURS & ANSWERING SERVICE

Normal business hours are Monday through Friday, from 7:00 a.m. until 5:00 p.m. During normal business hours, customers may contact CPWS by calling 931-388-4833.

At all other times, for cable and/or internet service problems, please contact our answering service at 931-380-5711.