

# Communication Technologies Terms and Conditions Main Campus

NC State University  
Please read this document carefully

## I. Term of Contract:

### Phone Services and Cable Services

This contract is effective for telephone, telephone features and cable services from the date the subscriber signs it, either physically or electronically, and remains in effect through the current academic year as long as a valid "Residence Hall Agreement" or Greek Court housing commitment is in effect or until the subscriber submits a "Request for Change", either via paper form or by the Communication Technologies (ComTech) Web site, canceling service.

Once this contract is signed in association with the establishment of an initial "Residence Hall Agreement" or Greek Court housing commitment, the subscriber's electronic signature which is used to establish "Residence Hall Agreement" or Greek Court housing commitment in succeeding years also binds the subscriber to a renewal of the terms of this agreement as long as the new "Residence Hall Agreement" or Greek Court housing commitment is effective, unless the telephone agreement is otherwise canceled. Subscriber will be liable for all charges incurred up to and including the date of cancellation.

Subscribers are responsible for notifying Student and Media Services of change of service via the ComTech Web site (<http://comtech.ncsu.edu/students>). Failure to notify ComTech will result in continued charges for service.

**Chapter 14:** A copy of the State of North Carolina Utilities Commission Chapter 14 A is available for viewing at the ComTech Student and Media Services office in the West Dunn Building between 8 AM - 5 PM Monday through Friday. The forms are also viewable on the ComTech Web site. A copy of Chapter 14 A will be provided free of charge upon request of the subscriber.

## II. Acceptance of This Agreement: New student's telephone and/or cable services will be connected only after the Communication Technologies Application Form (from the Communication Technologies or Housing Web pages) is completed by the applicant and received by the Communication Technologies Office.

The student's signature on the Communication Technologies Application Form or completion and electronic signature via the Web binds the student to this Communication Technologies Terms and Conditions Agreement and signifies that the student has received, read and agrees to abide by all conditions, terms and policies contained in the Terms and Conditions Agreement.

**Collection Procedures:** Amounts owed for services applied under this agreement may, if necessary, be collected through procedures established by the Communication Technologies Office including but not limited to withholding transcripts, registration, and diplomas.

## III. Fees: The following fees are applicable to ComTech service - - - Returned Check Fee \$20

## IV. Repair Charges: Charges for repair visits as a result of equipment failure in subscriber-provided equipment will be billed to the subscriber at \$50.00 per hour.

## V. Damages: The subscriber will be assessed a fee based on time and materials for the repair of any damages to University telephone and/or cable facilities with a minimum charge of \$100.00 per incident.

## VI. Inquiries/Complaints: Inquiries or complaints regarding any aspect of the service may be addressed to: B.J. Attarian, Student and Media Services, Campus Box 7217, Raleigh, NC 27695-7217 or made by telephone to (919) 515-7099, option 1(5-7099 on campus). Unresolved complaints may be directed to the Utilities Commission, Consumer Services Division, 4326 Mail Service Ctr., Raleigh, NC 27699-4326, telephone (919) 733-9277.

## VII. Breach of Contract: This contract shall be voidable at the option of the subscriber and without further liability to the subscriber if the contract is breached by NC STATE UNIVERSITY. This contract may be terminated by NC STATE UNIVERSITY upon the subscriber's breach of contract. Subscriber will be liable for all charges incurred up to the date of breach.

## VIII. Telephone: Each student must provide his/her own TOUCH-TONE telephone.

The selected long distance carrier for NC State University residence halls is Mobilesphere and a complete list of Mobilesphere's terms and conditions is available at <http://comtech.ncsu.edu/students/mobilesphere.htm>.

**Responsible Party:** Local telephone service is an optional service for any resident living in a residence hall or Greek Court. Students can request local phone service at the ComTech Web site (<http://comtech.ncsu.edu/students>). Local phone service is \$67 per-semester and is split between roommates providing both roommates apply for the service. The charge is a per semester fee that will automatically rollover at the beginning of the spring semester unless the student cancels service. Local service includes a dial tone, Expanded Area Calling, Voice Mail, Caller ID, Three-Way Calling, Call Waiting and Call Return.

**Calling Cards/DSL:** It is prohibited for anyone to receive a calling card/DSL service that is associated with a 512 number. All 512 numbers are owned by NC State University and cannot be used for personal calling cards or DSL service. Students will be charged for amount of the bill plus research time if caught using calling cards/DSL service charged to a 512 number.

**Phone Features:** Phone features include Voice Mail, Caller ID, Three-Way Calling, Call Waiting and Call Return. Features are included in the basic local phone package at no extra charge.

**Rates:** New and returning subscribers will receive written notice of the applicable rates 30 days prior to the beginning of each academic year.

New rates are available to subscribers through the Web site <http://comtech.ncsu.edu/students>, packets provided to subscribers during check in, mailings provided to all new and continuing subscribers, and handouts available at any time in the ComTech Office.

These rates, charges, payment arrangements, rules on disconnection, and deposit requirements are not regulated by the North Carolina Utilities Commission.

**Rate Changes:** Communication Technologies has implemented Expanded Area Calling, enabling calls to Durham, Chapel Hill, Cary and other cities to be made as local calls. A complete listing of towns available within the new calling area is available at the Web site <http://comtech.ncsu.edu/students>.

During an academic year at least thirty days written notice will be given prior to any rate increase. If Communication Technologies receives less than thirty days notice of a rate increase, notice shall be given as soon as possible.

Directory Listings: Subscribers are responsible for providing directory information and authorizing or withholding publication in the campus telephone directory by contacting the Registration and Records office.

**Emergency Service:** Enhanced 911 emergency service (E911), which permits automatic identification of the caller and the caller's location, is available through the University's telephone system. Persons calling 911 from campus will reach the University's Police department which handles all emergencies for the campus. Depending on the caller's location, the caller may need to provide his/her identification and location to the Police officer or the 911 operator.

## IX. Cable: Each student must provide his/her own television.

**Responsible Party:** In a room with two roommates, the cost of cable service will be split between the two roommates provided that both roommates sign up for cable. In rooms where there are more than two roommates the charges will be split equally among the roommates signing up for service. The roommate signing up for service first will be charged the complete amount of the bill (currently \$192.50) and then receive a credit for the amount charged to the roommate. This charge is prorated from the service sign up date. If there is only one person in a room or only one person signs up for cable that individual is responsible for the full amount of the service. A cutoff date of one month after the first day of the semester is currently in place. Once the cutoff date has passed students will not be able to cancel their services until the following semester. The charge is a per semester fee that will automatically rollover at the beginning of the spring semester unless the student cancels service.

**Rate Changes:** Rates will not change within any academic year. At least thirty days written notice will be given prior to any rate increase. If Communication Technologies receives less than thirty days notice of a rate increase, notice shall be given as soon as possible.

**Payment of Bill:** The subscriber(s) will be fully responsible for the payment of all charges. The semester fee will appear on the University Cashiers Office bill as a separate line item. The semester bill is to be paid in full by the due date specified.

**Connection Cable:** The subscriber is responsible for providing the cable from the wall to the TV. This can be purchased from the University Bookstore, Radio Shack, K-Mart, Roses, Wal-Mart etc.

**Converter Box:** A converter box for a non-cable-ready television is available at a charge of \$10.00 a semester, due at the time of receiving the converter box. The converter box and its components: remote control, cable wire and adapter, must be returned to Communication Technologies upon the last day of the semester. If the box is not returned, a charge of \$50.00 will be placed to the student's account and will appear on the University Cashiers Office bill.

**Unauthorized Use of Signal:** It is a federal offense to receive a cable TV signal for which the owner of such cable does not properly authorize you. It is also an offense to allow another party to gain access to the cable TV signal from your outlet.

This contract only authorizes cable service for the outlet of the subscriber. Any unauthorized reception discovered by the University will be traced back to the source, and both sides will be deemed to be in violation of federal law.

Any Principal Subscriber who is suspected of violating this contract will be subject to investigation and possible prosecution by University Police and may suffer permanent loss of cable TV service, Residential Housing privileges, or both. The Communication Technologies Office reserves the right to inspect the integrity of its outlets.

A separate terms and conditions is available for Wolf Village.

**Terms and Conditions are subject to change without prior notice.**

08/7/08