# FREQUENTLY ASKED QUESTIONS ABOUT THE COMCAST ACCEPTABLE USE POLICY FOR COMCAST DIGITAL VOICE RESIDENTIAL VOICE SERVICES

### Why is Comcast providing this Policy to me?

Comcast's goal is to provide its customers with the best residential voice service possible. In order to help accomplish this, Comcast has adopted this Acceptable Use Policy for Comcast Digital Voice (the "Policy"). This Policy outlines acceptable use of the residential Comcast Digital Voice service (the "Service"). More specifically, Comcast Digital Voice is intended only for normal residential use. This Policy is in addition to any restrictions contained in the Comcast Agreement for Residential Services (the "Subscriber Agreement") available at <a href="www.comcast.net/terms/subscriber/">www.comcast.net/terms/subscriber/</a>. The Frequently Asked Questions ("FAQs") at <a href="www.comcast.com/corporate/customers/policies/policies.html">www.comcast.com/corporate/customers/policies/policies.html</a> include explanations of how Comcast implements and applies many of the provisions contained in this Policy. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Subscriber Agreement.

### What activities are prohibited by this Policy?

This Policy prohibits use of the Service for non-residential purposes, including mechanized use. Mechanized use includes, but is not limited to, use of auto-dialers for telemarketing, or use of fax machines for fax broadcasting or fax blasting. Other non-residential uses include, but are not limited to, operating a business (including a home-based business, a non-profit business or any other commercial endeavor), operating a call center, telemarketing, or engaging in activities that generate minutes that result in revenue-sharing by a subscriber.

#### What obligations do I have under this Policy?

All Comcast Digital Voice customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Comcast so that it can close your account. In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Comcast that connect to the Service from

external threats such as access to your wiring at a network interface device on the exterior of your premises.

### How will I know when Comcast changes this Policy and how do I report violations of it?

Comcast may revise this Policy from time to time by posting a new version on the Web site at <a href="https://www.comcast.com/corporate/customers/policies/policies.html">www.comcast.com/corporate/customers/policies/policies.html</a> or any successor URL(s) (the "Comcast.net Web site"). Comcast will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the Comcast.net Web site. Revised versions of this Policy are effective immediately upon posting. As a result, customers of the Comcast Digital Voice service should read any Comcast announcements they receive and regularly visit the Comcast.net Web site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it at, <a href="https://www.comcast.net/help/contact/">www.comcast.net/help/contact/</a>.

### How does the Policy complement the Comcast Subscriber Agreement?

The Subscriber Agreement includes terms that prohibit uses and activities involving the Service that have the potential to cause harm to the network or are unlawful. It also contains terms that relate to use of the Service in a manner that is inconsistent with typical residential calling and usage patterns as determined by Comcast in its sole discretion. The Subscriber Agreement and this Policy prohibit using the Service for non-residential calling uses as described above. The Policy also prohibits engaging in non-residential long distance calling in conjunction with the Comcast Unlimited® plan. This Policy also prohibits manipulation of the Service to enable its use, other than those online features provided by Comcast, at a location other than the service address provided to Comcast at the time of service initiation. Calls must be originated and terminated at the service address listed on the account.

## Why does Comcast set a normal residential use threshold on long distance calling for its Comcast Unlimited® plan and what is that threshold?

It is Comcast's goal to deliver high quality, reliable voice service at an affordable price. As a result, Comcast has established a threshold of 5,000 minutes per month of long distance usage to cause it to look for calling patterns that are indicative of non-residential and mechanized use of the Service, such as auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting, fax blasting or other non-residential uses. This amount of long distance usage is more than 20 times higher than the average

residential subscriber's usage and the vast majority of our customers' usage falls well below this threshold. The Policy does not apply to customers who use the Service for occasional, incidental business use, such as attending occasional conference calls from home, and it does not apply to the standard call forwarding feature of the Service.

### How does Comcast determine whether a subscriber is in violation of the Policy?

Comcast uses various industry standard tools and techniques to ensure compliance with this Policy and the Subscriber Agreement. When an account consistently exhibits long distance calling that exceeds the 5,000 minutes per month threshold, Comcast may review the calling patterns further. If the review reveals calling patterns that are indicative of mechanized or other non-residential use as described above, then Comcast may take the actions described below.

## How do I know if I am approaching 5,000 minutes of usage on my long distance calls?

You may view your unbilled long distance usage on our web site at <a href="www.comcast.com/viewbill">www.comcast.com/viewbill</a>. If you click on the link "View Digital Voice Details" and you select "View Current Activity" from the drop-down box, you can view your unbilled long distance usage, including the total number of minutes. If you do not have access to the web, you can call the toll-free number listed on your monthly bill and a customer service agent can provide this information upon appropriate verification of your identity.

## What happens if you violate this Policy?

Comcast reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement. In all but the most severe cases, Comcast will contact you before taking these steps. Comcast will contact you to discuss the cause of the unusual calling patterns or other activity and will work with you to resolve it. If you change your use of the Service to comply with this Policy, then you can continue to use the Service under the current terms and policies that apply to it. If your use of the Service continues to violate this Policy after notice from Comcast, then you will be prevented from making any additional long distance calls, and you will be sent a disconnection notice. The notice will provide the time period during which the Service will be partially disconnected, allowing you to reach 911 emergency services and permitting you to move your current telephone number(s) to a new service provider. The notice will also provide the

date after which the Service will be fully terminated if you do not take prior action to move the telephone number to a new service provider.

## How does Comcast enforce this Policy?

Comcast does not routinely monitor the activity of individual Service accounts for violations of this Policy and **does not** monitor telephone conversations between customers in order to enforce the Policy.

Rather, Comcast reserves the right to investigate Service accounts that do not comply with this Policy. However, Comcast and its suppliers reserve the right at any time to monitor calling traffic patterns and volumes to identify: 1) the relative proportion of in-state, out-of-state, or international calling destinations; 2) excessive calls to the same destination telephone number, indicative of an automated call-forwarding device; 3) excessive inbound calls, indicative of business use, or 4) other statistics that are helpful for preventing abuse of the Service and enforcing the Policy. Such monitoring may be undertaken in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Comcast users.

Comcast prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Comcast also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Comcast's intervention. However, if the Service is used in a way that Comcast or its suppliers, in their sole discretion, believe violates this Policy, Comcast or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, the immediate suspension or termination of the Service. Neither Comcast nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Comcast's exclusive remedies and Comcast may take any other legal or technical actions it deems appropriate with or without notice.

During an investigation, Comcast may suspend the account or accounts involved and/or prevent long distance calling that potentially violates this Policy. You expressly authorize and consent to Comcast and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) other network or facilities suppliers in order to enforce this Policy. Upon termination of your Service account, Comcast is authorized to delete any voice mail associated with your account (and any secondary accounts).

The failure of Comcast or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or

unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of the Subscriber Agreement.

Revised and effective: July 1, 2011