

[Customer Agreements and Policies](#)

Comcast Acceptable Use Policy for XFINITY 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 (the "Policy") for its residential voice service (the "Service"). More specifically, the Service is intended only for reasonable, typical residential use. This Policy is in addition to any restrictions contained in the Comcast Agreement for Residential Services (the "Subscriber Agreement") available at www.comcast.com/corporate/customers/policies/policies.html. 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 in any manner that falls outside of reasonable, typical residential use, including, but not limited to, mechanized or commercial use of the Service. Prohibited uses include, but are not limited to:

- use of auto-dialers;
- telemarketing;
- use of fax machines for fax broadcasting or fax blasting;
- extensive call forwarding or use of call forwarding or conferencing features to act as a bridge to chat lines or other conferencing facility;
- operating a business (including a home-based business, a non-profit business, governmental or any other enterprise);
- operating a call center or conference line;
- utilization for monitoring services, data transmissions, or transcription services;
- transmissions or reception of broadcasts over teleconferencing facilities or other means;
- transmissions or reception of recorded material;
- transmission or reception of communications which do not consist of standard residential voice calling involving live dialogue between individuals;
- resale to others; or
- engaging in activities that may generate payments to a subscriber due to their use of the Service.

Exceptions to this policy are detailed in the following document:

- [http://customer.comcast.com/help-and-support/phone/check-compatibility-alert-services-xfinity-voice/Voice Acceptable Use Policy](http://customer.comcast.com/help-and-support/phone/check-compatibility-alert-services-xfinity-voice/Voice%20Acceptable%20Use%20Policy)

Persons with disabilities:

Comcast will make certain exceptions to this Policy for persons with disabilities who contact us. Please contact 877-842-2107 for further information.

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 exhibits calling patterns indicating potentially unacceptable use, such as excessive call volumes or abnormal long distance usage, Comcast may review the calling patterns further. Comcast and its suppliers reserve the right at any time to review calling traffic patterns and volumes to identify, among other things:

- relative proportion of in-state, out-of-state, or international calling destinations;
- excessive calls to the same destination telephone number, indicative of an automated call-forwarding device or of chat line or conference bridge usage;
- excessive inbound calls;
- excessive calls made during business hours;
- excessive short-duration outbound calls made during business hours;
- excessively long calls to any single number;
- excessive calls made during a month;
- a high volume of calls terminated and re-initiated consecutively, which in the aggregate result in excessive call lengths during a specific time frame; or
- other unusual or atypical calling patterns indicative of an attempt to evade Comcast's enforcement of this Policy.

If the review reveals calling patterns that are indicative of use that is inconsistent with reasonable, typical residential use as described above, then Comcast may enforce this Policy by taking one or more of the actions indicated below.

How can I track my calling usage?

You may view your call details records on our web site at: <http://www.comcast.com/>. Log-in to Comcast.com with your user-name and password. Once you've logged in, click "Connect" in the toolbar and then click the "Voice & Text" tab on the left-hand side. Once you access the Voice & Text tab, you can view all of your missed, answered and placed calls for the past 90 days. 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 obligations do I have under this Policy?

All subscribers and all others who use the Service, including the telephone number(s) assigned to you (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 your account can be closed. 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 www.comcast.com/corporate/customers/policies/policies.html or any successor URL(s) (the "Comcast.com Web site"). Comcast will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the Comcast.net Web site. Revised versions of this Policy are effective immediately upon posting. As a result, subscribers should read any Comcast announcements they receive and regularly visit the Comcast.com Web site and review this Policy to ensure that their activities conform to the most recent version. You can ask questions regarding this Policy to, and report violations of it by calling Comcast at 877-842-2107.

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 reasonable, typical residential calling and usage patterns as determined by Comcast in its sole discretion. This Policy also prohibits manipulation of the Service to enable its use, at a location other than the service address provided to Comcast at the time of service initiation, with the exception of online features or mobile applications provided by Comcast. Unless otherwise provisioned through a Comcast provided Internet based or mobile application, calls must be originated or terminated as applicable at the service address listed on the account.

What happens if I violate this Policy?

Comcast reserves the right to immediately suspend or terminate your Service 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 your service will be suspended and you will be sent a disconnection notice. The notice will provide the time period during which the Service will remain partially active before being disconnected. During this period, you will be able to make local calls, including calls to reach 911 emergency services, you will be able to receive incoming calls, and you will be permitted 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** MONITOR THE TELEPHONE CONVERSATIONS OF ITS CUSTOMERS IN ORDER TO ENFORCE THE POLICY. However, Comcast reserves the right to investigate Service accounts that it suspects do not comply with this Policy, including by reviewing call traffic patterns and volumes. Such review may be undertaken in order to, among other things, ensure effective operation of 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 a review, Comcast may suspend the account or accounts involved and/or block 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: April 15, 2014.