
2. GENERAL REGULATIONS**2.1. UNDERTAKING OF THE COMPANY**

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2.1.1. GENERAL

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The Company offers broadband local service within the state of Ohio and concurs in the local calling areas and maps filed by the incumbent Local Exchange Companies. The Company reserves the right to offer services under a phased-in schedule such that the local serving area will expand as technical capability expands.

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The service offerings included in this Service Guide are also subject to the regulations set forth in Comcast Phone of Ohio, LLC PUCO Tariff No. 4, which may be viewed on the Company's website located at www.comcast.com/tariffs.

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The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week. For the purpose of computing charges in this Service Guide, a month is considered to have 30 days.

Services, features and functions will be provided where facilities, including but not limited to billing capability and technical capability, are available without unreasonable expense to the Company, as determined in the Company's sole discretion.

2.1.2. TERMS AND CONDITIONS

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Customers may be required to enter into written service orders that may contain or reference a specific description of the service ordered, the rates to be charged, and the terms and conditions in this Service Guide. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of broadband local service, such as medical certificates or third party verifications.

Service will be provided on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of the obligation to pay any charges incurred under the service orders, if any, and this Service Guide prior to termination. The Customer's rights and obligations incurred under this Service Guide, which by their nature extend beyond termination of service, shall survive such termination; e.g., usage charges billed after termination is requested.

(N)

2. GENERAL REGULATIONS

(N)

2.1. UNDERTAKING OF THE COMPANY (CONT'D)**2.1.3. PROVISION OF EQUIPMENT AND FACILITIES**

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Service Guide. The Company does not guarantee availability, except as stated or expressly provided for in this Service Guide
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially alter the parameters of the service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.
- E. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Service Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Service Guide and to the maintenance and operation of such facilities. The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities. Where no Network Interface Device is available, no charges will apply.

(N)

2. GENERAL REGULATIONS

(N)

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)

- G. Equipment that the Company provides or installs at a Customer premises for use in connection with the telephone services shall remain the property of the Company. If the Customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the Customer, the Company has the right to recover this equipment. The Company shall contact the Customer for permission to enter the Customer's premises to remove this equipment and the Customer shall not unreasonably refuse such entry. If the Customer refuses to allow removal of this equipment, the Customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the Customer's telephone bill and the Customer agrees to pay these fees. The Customer shall assume responsibility for any and all such unrecovered equipment.

- H. The Company is not obligated 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 resides at the address.

2.1.4. RELEASE OF INFORMATION TO CARRIERS

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

(N)

2. GENERAL REGULATIONS

(N)

2.1. UNDERTAKING OF THE COMPANY (CONT'D)**2.1.5. CUSTOMER EQUIPMENT**

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. Additionally, the Customer shall maintain the Company-provided equipment, and the electric power consumed by such equipment, shall be at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements specified in this Service Guide.

If the Customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may deny service when the Customer (a) subjects Company or non-Company personnel to hazardous conditions, or (b) acts in a way that may cause immediate harm to the local network or other Company services.

(N)

2. GENERAL REGULATIONS

(N)

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6. ABUSE AND FRAUDULENT USE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, immediately and upon written notice to the Customer, discontinue or suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the Customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls that might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.

B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Service Guide to any service components used to furnish local service.
2. Using the service with the intent of gaining access to another Customer's outbound calling capabilities on an unauthorized basis.
3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
4. Refusing to provide, or providing false information to the Company regarding the Customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
5. Refusing to provide payment or guarantor for the payment for service(s), advance payments where special construction is involved, or deposits.

(N)

2. GENERAL REGULATIONS

(N)

2.2. LIABILITY OF THE COMPANY**2.2.1. SERVICE LIABILITY**

- A. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Service Guide. With respect to any other claim or suit by a Customer or by any others, for direct or consequential damages associated with the installation, provision, billing and collection, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. The liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Service Guide as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications carrier, other service provider or other entity or person that furnishes a portion of a service or facility required to provide the service or portion thereof.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Service Guide, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Service Guide.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Customer shall indemnify, defend, and hold harmless the Company from any and all claims by any person relating to the services so provided.

(N)

2. GENERAL REGULATIONS

(N)

2.2. LIABILITY OF THE COMPANY (CONT'D)**2.2.1. SERVICE LIABILITY (CONT'D)**

- F. No license under patents or copyright (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Service Guide. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Service Guide and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Service Guide shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- H. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

2.2.2. TEMPORARY SUSPENSION FOR REPAIRS

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will provide the affected Customers with reasonable notice thereof, as circumstances permit. If practicable, the Company will perform the work at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications of the Customer's service.

(N)

2. GENERAL REGULATIONS

(N)

2.2. LIABILITY OF THE COMPANY (CONT'D)**2.2.3. LIMITATION OF LIABILITY****A. Unauthorized Computer Intrusion**

With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

(N)

2. GENERAL REGULATIONS

(N)

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. RESPONSIBILITY OF THE CUSTOMER

The Customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this Service Guide;
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Obtaining, maintaining, and otherwise having full responsibility for all easements necessary for installation of any associated equipment or facilities used to provide broadband local service to the Customer from the property line to the location of the equipment installed on the Customer's premises. Any costs associated with obtaining and maintaining the easements described herein including the costs of altering the structure to permit installation of the Company-provided equipment or facilities shall be borne entirely by, or may be charged by the Company to the Customer;
- D. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Company reserves the right to refuse to install its equipment in a hazardous area. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the easements for which the Customer is responsible under this Section; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- F. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

(N)

2. GENERAL REGULATIONS

(N)

2.3. OBLIGATIONS OF THE CUSTOMER (CONT'D)**2.3.2. CLAIMS**

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4. PAYMENTS AND CHARGES**2.4.1. ADVANCE PAYMENTS**

The Company may require a Customer to make an advance payment as a condition of continued or new service where special construction is involved. The Company reserves the right to require from an applicant for service advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. The advance payment will not exceed an amount equal to the sum of the applicable nonrecurring charges plus charges for one month of service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction.

2.4.2. DEPOSITS

The Company may require a deposit of a Customer who cannot establish a credit standing satisfactory to the Company.

The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

(N)

2. GENERAL REGULATIONS

(N)

2.4. PAYMENTS AND CHARGES (CONT'D)**2.4.3. RETURNED CHECK CHARGE**

The Customer will be assessed a Returned Check Charge for each check, draft, or electronic funds transfer, in addition to any late payment charges, submitted by the Customer to the Company which a financial institution refuses to honor. This charge will apply unless the Customer can establish that the charge should not be assessed.

MAXIMUM CHARGE

\$40.00

2.4.4. LATE PAYMENT CHARGE

The Company will assess a late payment charge equal to 1.5% of the balance due on the unpaid portion of the bill if payment is not received by the payment due date.

Late payment charges do not apply to the disputed amounts portion of unpaid balances. Undisputed amounts of the same bill may be subject to a late payment charge if they remain unpaid by the due date on the Customer's bill.

The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

2.5. ASSIGNMENT OR TRANSFER OF SERVICE

The Customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties (a) to any subsidiary, parent Company, or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. The above transactions shall be approved by the Public Utilities Commission of Ohio.

(N)

2. GENERAL REGULATIONS

(N)

2.6. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in a tariff or service guide. Any such line item charges will be reflected in the Company's tariff or service guide. The Company will not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company will comply with Commission procedures by sending notice to all Customers informing them of the new line item charges.

2.7. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Service Guide will be in writing except where notice is provided in this Service Guide. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

(N)

2. GENERAL REGULATIONS

(N)

2.8. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Service Guide, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- of a type other than that which the Company would normally utilize in the furnishing of its services; or
- over a route other than that which the Company would normally utilize in the furnishing of its services; or
- in a quantity greater than that which the Company would normally construct; or
- on an expedited basis; or
- on a temporary basis until permanent facilities are available; or
- involving abnormal costs; or
- in advance of its normal construction.

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