

# COMCAST PHONE OF GEORGIA, LLC

## INTEREXCHANGE SERVICE

### TARIFF NO. 2

BY DIRECTOR - TARIFFS  
DENVER, COLORADO

SECTION 2  
Original Page 8

Issued: February 3, 2003

Effective: February 14, 2003

## 2. GENERAL REGULATIONS

### 2.1 GENERAL

The Company shall comply with all rules and regulations issued by the Commission and deemed applicable to local exchange companies certificated after July 1, 1995, pursuant to O.C.G.A. § 46-5-163(f). In addition, the General Regulations set forth below apply to all services offered throughout this Tariff unless otherwise specified in the service specific section of this Tariff.

#### 2.1.1 DEFINITION OF TERMS

##### Broadband Service

Broadband Service provides intrastate long distance calling provided in conjunction with Broadband Local Service, as set forth in Comcast Phone of Georgia, LLC, Exchange Services Tariff No. 1.

##### Business Service

Service is classified and charged for as Business Service where the primary use of the service is of a business, professional, or occupational nature, or where a business directory listing is furnished.

##### Commission

The Georgia Public Service Commission.

##### Company

Refers to Comcast Phone of Georgia, LLC, (d/b/a Comcast Digital Phone) unless otherwise specified or clearly indicated by the content.

##### Customer

The person or entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to the customer.

##### Facilities

Supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with communications service.

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**2. GENERAL REGULATIONS**

**2.1 GENERAL (CONT'D)**

**2.1.1 DEFINITION OF TERMS (CONT'D)**

Individual Case Basis (ICB)

A condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

Interexchange Carrier (IC) or Interexchange Common Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire, fiber optics or radio between two or more exchanges.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Residential Service

Service is classified and charged for as Residential Service where the primary use of the service is of a domestic nature and where the business use, if any, is merely incidental.

Toll Call

Any call extending beyond the local exchange of the origination caller which is rated on a toll schedule by a toll provider.

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**2. GENERAL REGULATIONS**

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.1 GENERAL**

The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

Customers and users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.2.2 OBLIGATION OF THE COMPANY**

A. Terms and Conditions

1. The Company's obligation to furnish facilities and service is dependent upon its ability to:
  - Secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment;
  - Secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or
  - Secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.
2. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property, service, or economic conditions.
3. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
4. 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.

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**2. GENERAL REGULATIONS**

**2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.2.3 LIMITATIONS OF USE OF SERVICE**

A. Terms and Conditions

1. The Company reserves the right to limit the use of communication services when emergency conditions cause a shortage of facilities.
2. Where a shortage of channels exists at any time either for temporary or protracted periods, the services offered herein will be provided to customers on a first come, first served basis.

**2.2.4 PROVISION OF EQUIPMENT AND FACILITIES**

- A. The Company shall use reasonable efforts to make available services 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 Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- 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.

**2.2.5 INDIVIDUAL CASE BASIS ARRANGEMENTS**

A. Terms and Conditions

1. The Company may agree to provide special service Individual Case Basis (ICB) arrangements not specifically covered in this Tariff, or which vary from Tariff arrangements. In such cases, arrangements setting forth charges covering the estimated cost of furnishing such arrangements apply.
2. Rates and charges of ICB arrangements will be developed on a case-by-case basis. ICB rates and charges will be offered to Customers in writing and will be made available to similarly situated Customers.

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**2. GENERAL REGULATIONS**

**2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.2.6 ABUSE AND FRAUDULENT USE**

- A. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:
1. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
  2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain MTS, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charges for such service;
  3. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
  4. The use of profane or obscene language;
  5. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other Customers.
- B. The service is furnished subject to the conditions that it will not be used for an unlawful purpose. Service will be discontinued, upon five days written notice, if any law enforcement agency acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If the Company receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will deny the service or refer the matter to the appropriate law enforcement agency.
- C. For nonpayment of any sum due the Company, or for abuse or fraudulent use of the service, the Company may either suspend, terminate without suspension, or refuse service without incurring any liability.
- D. The Company may, at its discretion, terminate service to any customer who establishes a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

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**2. GENERAL REGULATIONS**

**2.3 PAYMENT FOR SERVICE**

The customer is responsible for the payment of all charges for facilities and services furnished by the Company to the customer and to all users authorized by the customer, regardless of whether those services are used by the customer or are shared with other persons.

**2.3.1 DEPOSITS**

- A. Any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to two and one-half-times the sum of the monthly amount to be paid in advance (recurring monthly) plus two and one-half times the estimated monthly toll charges.

- B. Interest

The Company will pay interest on the deposit at the rate established by the Commission. Interest will accrue annually and, if requested, will be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.

- C. Transfer of Service

When a Customer transfers service provided by the Company to a new location in the Company's service area, the deposit will be transferable to the new service location.

- D. Return of Deposit

1. When an application is cancelled prior to the establishment of service the deposit will be returned, less any charges due the Company.
2. Any deposit, plus accrued interest, shall be refunded to the Customer in the form of a check upon completion of twelve months' satisfactory payment as established by Commission rules.
3. When service is terminated the deposit and applied interest will be credited to the final bill, and the balance, if any, returned to the Customer.

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**2. GENERAL REGULATIONS**

**2.3 PAYMENT FOR SERVICE (CONT'D)**

**2.3.2 PAYMENT OF BILLS**

- A. The customer shall be responsible for placing all orders for service, paying of all charges offered herein and complying with Company regulations.
- B. Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company.
- C. Payments received by the Company on or before the due and payable date will prevent collection procedures which could result in a disconnect of service, provided the following billing information is remitted with payment.
  - Customer's name
  - Customer's telephone number
  - Customer's Customer code
  - Customer's account type
  - Amount of payment

**2.3.3 ADJUSTMENT OF CHARGES**

In the event the customer's service is interrupted other than by the negligence or willful act of the customer and it remains out of service for more than 24 hours, (but not including Saturday and Sunday if part of the first 24 hours) after being reported or found to be out of order, upon request appropriate adjustments will be made to the customer.

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**2. GENERAL REGULATIONS**

**2.3 PAYMENT FOR SERVICE (CONT'D)**

**2.3.4 LATE PAYMENT CHARGES**

A. Terms and Conditions

- Customer bills for service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's due date, a late payment charge will be applied to all amounts previously billed under this Tariff including unpaid late payment charges.
- Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- Late payment charges do not apply to final accounts, or where prohibited by law.
- The late payment charge is a percentage of the unpaid balance as specified preceding.

B. Charge

**PERCENTAGE**

- Late Payment Charge,  
per billing number 1.5%

**2.3.5 RETURNED CHECK CHARGE**

A. Terms and conditions

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge. This charge will be in addition to any charges assessed by any bank.

B. Charge

**MAXIMUM  
NONRECURRING  
CHARGE**

- Returned Check, each \$20.00



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**2. GENERAL REGULATIONS**

**2.3 PAYMENT FOR SERVICE (CONT'D)**

**2.3.6 ADVANCE PAYMENTS**

To safeguard its interests, the Company may require a customer to make an advance payment as a condition of new or continued service. The advance payment will not exceed an amount equal to one month of estimated monthly rates for the service or facility. The advance payment may also include an amount equal to the estimated nonrecurring charges for installation of service. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

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**2. GENERAL REGULATIONS**

**2.4 CLAIMS AND DISPUTES**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

All disputes between the Company and the Customer that cannot be settled through negotiation shall be resolved by arbitration upon written demand of either party. Either party may file a claim where applicable in small claims court, or contact one of the organizations listed below to undertake arbitration. Arbitration provides for a hearing before a neutral arbitrator in lieu of a court hearing before a judge or jury. The party initiating the arbitration proceeding may select from the following arbitration organizations, which will apply the appropriate rules for consumer claims to the dispute.

American Arbitration Association  
335 Madison Ave, Floor 10  
New York, NY 10017-4605  
1-800-778-7879  
[www.adr.org](http://www.adr.org)

National Arbitration Forum  
P.O. Box 50191  
Minneapolis, MN 55405-0191  
1-800-474-2371  
[www.arbitration-forum.com](http://www.arbitration-forum.com)

USA&M of Oregon  
1000 SW Broadway, Suite 1710  
Portland, OR 97205  
503-223-2671  
[www.usam-oregon.com](http://www.usam-oregon.com)

Information about the arbitration process, rules, and fees may be obtained by contacting any of the organizations listed. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be governed by the provisions of the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16.

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**2. GENERAL REGULATIONS**

**2.5 LIMITATIONS OF LIABILITY**

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**2.5.1. TERMS AND CONDITIONS**

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.3.3. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
  
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.3.3 the Company's liability, if any, shall be limited as provided herein.

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**2. GENERAL REGULATIONS**

**2.5 LIMITATIONS OF LIABILITY**

**2.5.1. TERMS AND CONDITIONS (CONT'D)**

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's customer facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of customer-provided equipment or facilities.
- F. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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## 2. GENERAL REGULATIONS

### 2.5 LIMITATIONS OF LIABILITY

#### 2.5.1. TERMS AND CONDITIONS (CONT'D)

- G. The Company shall not be liable for any defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- H. Notwithstanding the customer's obligations as set forth in Section 2.6.2, the Company shall be indemnified, defended, and held harmless by the customer or by others authorized by it to use the service against any claim, loss or damage arising from the customer's use of services furnished under this Tariff, including:
- Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service;
  - Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the customer or others; and
  - All other claims arising out of any act or omission of the customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- I. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- J. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- K. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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**2. GENERAL REGULATIONS**

**2.5 LIMITATIONS OF LIABILITY**

**2.5.1. TERMS AND CONDITIONS (CONT'D)**

- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
  
- M. The Company shall not be liable for the customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in Section 2.6.2 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other customers. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to their customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service without liability.

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**2. GENERAL REGULATIONS**

**2.5 LIMITATIONS OF LIABILITY**

**2.5.1. TERMS AND CONDITIONS (CONT'D)**

- N. The Company's liability arising from errors or omissions in directory listings, other than charged listings, shall be limited to the amount of actual impairment to the customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged directory listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error omission occurs.
- O. In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- P. 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.

- Q. 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 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.

- R. 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.

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**2. GENERAL REGULATIONS**

**2.6 RESPONSIBILITIES OF PARTIES**

**2.6.1 COMPANY RESPONSIBILITY**

A. Terms and Conditions

- All ordinary expense of maintenance and repair in connection with service provided by the Company is borne by the Company unless otherwise specified.
- Unless otherwise specified, equipment and or wiring to the Network Interface furnished by the Company on Customers' premises shall be and remain the property of and must be installed, relocated, and maintained by the Company.
- Company agents and employees shall have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, or repairing the facilities, or for the purpose of disconnecting service.

**2.6.2 CUSTOMER RESPONSIBILITY**

A. Terms and Conditions

1. Transmission of Messages

The Customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright from the use of material transmitted over its facilities or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

2. Hazardous/Inaccessible Locations

In areas the Company considers hazardous or inaccessible to its employees, the Customer may be required to furnish, install and maintain the facilities and/or equipment. Such installations must meet Company specifications and comply with all applicable local and national codes.

3. Lost and Damaged Equipment

The Customer shall be responsible for damages to facilities of the Company caused by the negligence or willful act of the Customer.



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**2. GENERAL REGULATIONS**

**2.7 SPECIAL TAXES, FEES AND CHARGES**

When practicable, any taxes or fees imposed on the Company by any taxing authority may be billed on a pro rata basis to the Company's Customers in the area the taxes or fees are imposed.

**2.8 PROMOTIONAL OFFERINGS**

For the purpose of encouraging customers to try different communications services, the Company may, with respect to any of its services or products, offer a temporary waiver or partial waiver of any nonrecurring, usage or monthly rate. The Company may also offer incentives, benefits or gifts to customers to encourage the purchase or retention of any such service or product. All such offers are subject to facility availability. Customers will be notified of the availability and duration of such offers; however, such offers will not constitute price changes.

**2.9 FLEXIBLE PRICING**

**2.9.1 DESCRIPTION**

Flexible Pricing sets the maximum rate and/or charge applicable to individual services, or miscellaneous charges as specified in this Tariff.

**2.9.2 TERMS AND CONDITIONS**

- A. The Company reserves the right to change prices at any time subject to regulatory Commission requirements.
- B. Customer notification of rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a increase in the rate. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within ten days of receiving notification of the price increase.