

COMCAST PHONE OF VIRGINIA, LLC

**INTEREXCHANGE SERVICES
TARIFF V.S.C.C. No. 2**

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Release 1**

2. GENERAL REGULATIONS

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2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. 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.

2.1.2. USE OF SERVICE

The service is provided for use by the customer and may be used by others, when so authorized by the customer, providing that such use shall be subject to the provisions of this Tariff.

2.1.3. ABUSE AND FRAUDULENT USE

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:

- A. 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;
- B. 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;
- C. 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;
- D. The use of profane or obscene language;
- E. 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.

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4. UNLAWFUL PURPOSES

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.

2.1.5. REFUSAL OF SERVICE

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.

2.1.6. PROVISION OF EQUIPMENT AND FACILITIES

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.

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.

2.1.7. OBLIGATION TO FURNISH SERVICE

The Company's obligation to furnish service is dependent on its ability to obtain, retain, and maintain suitable rights and facilities without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service. The Company, at its sole discretion, may obtain facilities from other carriers to furnish service. Such connections are also subject to the availability of required facilities.

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.8. LIMITATIONS

- A. Service is offered subject to the availability of facilities and provision of this Tariff. The Company's obligation to furnish facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities from the underlying carrier, if an underlying carrier is involved.
- B. 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 property, service or economic conditions.
- C. 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.
- D. The Company reserves the right to discontinue furnishing service (or limit the use of service) when: necessitated by conditions beyond its control, or when the customer is using service in violation of the law or the provisions of this Tariff.
- E. All facilities provided under this Tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- F. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY

2.2.1. SERVICE LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, for damages associated with the installation, provision, preemption, 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. In no event shall the Company be liable for special reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a credit allowance for interruptions.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- 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 Tariff, 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 Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and authorized user from any and all claims by any person relating to the services so provided.

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY

2.2.1. SERVICE LIABILITY (CONT'D)

- F. No license under patents (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 Tariff. 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 Tariff 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 Tariff 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.

2.2.2. CREDIT ALLOWANCE FOR INTERRUPTIONS

- A. It shall be the customer's obligation to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment furnished by the customer and connected to the Company's facilities.
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the customer reports a service, facility or circuit to be interrupted and release it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- D. A credit allowance equal to 1/30th of the tariffed monthly rate for all services and facilities furnished by the Company will be given for interruptions for each 24 hours, or major fraction thereof, during which such interruption continues after being reported to or known to exist by the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which are affected by the interruption. A credit allowance does not apply if service has been interrupted less than 24 hours.

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.3. INTERRUPTIONS

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of the tariffs of the Company by the customer or the operation or malfunction of the facilities, power or equipment provided by the customer, will be credited to the customer, as set forth in Section 2.2.2, preceding, for the part of the service that the interruption affects.

2.2.4. 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 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.

2. GENERAL REGULATIONS

2.3. PAYMENT ARRANGEMENTS

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. BILLING AND COLLECTION OF CHARGES

- A. Nonrecurring charges are due and payable within 21 days after the date an invoice is mailed to the customer by the Company.
- B. The Company shall present invoices for monthly rates to the customer in advance of the month in which service is provided, and monthly rates shall be due and payable within 21 days after the invoice is mailed.
- C. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 21 days after the invoice is mailed.
- D. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E. Billing of the customer by the Company will begin on the Service Commencement Date, which is the date on which the Company notifies the customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2. GENERAL REGULATIONS

2.3. PAYMENT ARRANGEMENTS

2.3.1. BILLING AND COLLECTION OF CHARGES (CONT'D)

- F. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor per month. A late payment penalty shall not apply to that portion of a bill reasonably disputed by the customer until the Company has completed its investigation of the matter and provided the customer in writing with its resolution of the dispute.

LATE PAYMENT FACTOR

- Per month 1.5%

- G. The customer will be assessed a charge for each check, draft, or electronic funds transfer submitted by the customer to the Company which a financial institution refuses to honor.

CHARGE

- Returned Check Charge \$10.00

Additionally, the customer shall reimburse the Company for any expense or cost incurred in connection with such payment.

- H. If partial payment of a bill is made, the Company shall first credit the partial payment to charges for basic local exchange service.

2. GENERAL REGULATIONS

2.3. PAYMENT ARRANGEMENTS (CONT'D)

2.3.2. ADVANCE PAYMENTS

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to two months of estimated monthly rates for the service or facility. 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 and monthly rates (if any) for a period to be set between the Company and the customer. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

2.3.3. DISPUTED BILLS

- A. The customer may dispute a bill only by notifying the Company within 21 days after the statement date. Unless such notice is received in a timely manner as indicated in this section, the bill statement shall be deemed to be correct and payable in full by customer. If the customer disputes only a portion of a bill statement, then customer is obligated to make timely payment of the undisputed portion of the bill. For purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.
- B. Late Payment Charge
 - 1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount, as set forth in Section 2.3.1, preceding.
 - 2. In the event that a billing dispute is resolved by the Company in favor of the customer, any disputed amount withheld, ending resolution of the billing dispute shall not be subject to the late payment charge.
 - 3. In the event that a billing dispute is resolved in favor of the Company, the customer shall pay the late payment charge.

2. GENERAL REGULATIONS

2.3. PAYMENT ARRANGEMENTS

2.3.3. DISPUTED BILLS (CONT'D)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill, the Company will credit the customer's account for any overpayment by the customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the customer.
4. All adjustments or refunds provided by the Company to the customer at the customer's request, or provided by the Company to the customer by way of compromise of a billing dispute, and which are accepted by the customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the customer's claims for the billing period for which the adjustment or refund was issued.

2. GENERAL REGULATIONS

2.3. PAYMENT ARRANGEMENTS

2.3.3. DISPUTED BILLS (CONT'D)

D. Unresolved Billing Disputes

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

1. First, the customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Virginia State Corporation Commission
Division Of Communications
P.O. Box 1197
Richmond, VA 23218
(800) 552-7995
(804) 371-9420

2. GENERAL REGULATIONS

2.3. PAYMENT ARRANGEMENTS (CONT'D)

2.3.4. DISCONTINUANCE OF SERVICE

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.
- D. Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. Upon the Company's discontinuance of service to the customer under paragraphs A. or B., preceding, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare due all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable (discounted to present value at six percent).

2. TERMS AND CONDITIONS

2.3. PAYMENT ARRANGEMENTS

2.3.4. DISCONTINUANCE OF SERVICE (CONT'D)

- G. If a customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. (D)
- H. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The customer will be liable for all related costs, including any reconnection charges. (D)

2. TERMS AND CONDITIONS

2.3. PAYMENT ARRANGEMENTS (CONT'D)

2.3.5. TAXES AND OTHER CHARGES

The customer is responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on the Company's net income. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. The Company will not bill the customer such taxes, fees and other charges as may be exempted by a tax exemption for operations in any jurisdiction in which the customer obtains such a certificate.

2.4. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. 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.

2.5. PROMOTIONAL OFFERINGS AND TRIALS

The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for market research or rate experimentation purposes. Such promotional or trial offerings will be for a limited duration.

At the Company's option, a letter outlining the promotion or trial may be filed with the Commission Staff in lieu of filing language in the tariff.