

Issued: April 25, 2003

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.1. GENERAL**

The Company undertakes to provide the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's Services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. For the purpose of computing charges in this Tariff, 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**

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 Tariff. 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 Comcast Telecommunications Service.

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 Tariff prior to termination. The Customer's rights and obligations incurred under this Tariff, which by their nature extend beyond termination of Service, shall survive such termination.

**COMCAST PHONE OF TEXAS, LLC**  
**COMCAST TELECOMMUNICATIONS SERVICE**

**SECTION 2**  
Original Sheet 2

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**2. GENERAL REGULATIONS**

**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 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.
- 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 Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff 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.

**COMCAST PHONE OF TEXAS, LLC**  
**COMCAST TELECOMMUNICATIONS SERVICE**

**SECTION 2**  
1st Revised Sheet 3  
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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**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.

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**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).

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(M) Material previously on this page now appears on Section 2, Sheet 3.1.

**COMCAST PHONE OF TEXAS, LLC**  
**COMCAST TELECOMMUNICATIONS SERVICE**

**SECTION 2**  
Original Sheet 3.1

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**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, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

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(M) Material on this page previously appeared on Section 2, Sheet 3.

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.5. CUSTOMER EQUIPMENT (CONT'D)**

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 Tariff.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension or disconnection of service, to protect its facilities, equipment and personnel from harm.

**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.

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.6. ABUSE AND FRAUDULENT USE (CONT'D)**

**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 Tariff 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 security for the payment for Service(s), advance payments or deposits as specified in this Tariff.

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**2. GENERAL REGULATIONS**

**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 Tariff. 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 Tariff 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 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 Customer shall indemnify, defend and hold harmless the Company from any and all claims by any person relating to the Services so provided.

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**2. GENERAL REGULATIONS**

**2.2. LIABILITY OF THE COMPANY**

**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 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.
- H. In no event shall the Company be liable for special, reliance, consequential or other such damages.
- I. 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 or Customer's Service.



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**2. GENERAL REGULATIONS**

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

**2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS**

Except as may otherwise be specified in this Tariff, interruptions of 24 hours or more, which are reported to or detected by the Company, and that are not due to the negligence or willful act of the Customer, are credited to the Customer at the proportionate monthly charge (1/30<sup>th</sup> of the Service monthly recurring charge) involved for each 24 hours or fraction thereof of interruption. This credit is subject to the Customer notifying the Company of the Service interruption.

No interruption allowance shall be made for failures in facilities provided by any other person or entity except as may otherwise be provided in other sections of this Tariff.

No interruption allowance shall apply where Service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power.

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**2. GENERAL REGULATIONS**

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

**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 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.

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**2. GENERAL REGULATIONS**

**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 Tariff;
- 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 Comcast Telecommunications Services 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.
- G. The customer shall not establish 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 operators through continued and repeated acts.

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**2. GENERAL REGULATIONS**

**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.

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**2. GENERAL REGULATIONS**

**2.4. PAYMENTS AND CHARGES**

**2.4.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT**

A Customer whose Service has been discontinued for non-payment of bills for any telecommunications Service provided by the Company will be required to pay all bills due the Company for telecommunications Services or make other arrangements satisfactory to the Company and to re-establish credit before Service is restored or any Service started.

If Service is established and it is subsequently determined that the Customer or applicant is indebted to the Company for Service previously furnished, the Company may suspend or terminate the current Service until satisfactory arrangements have been made for the payment of the prior indebtedness.

However, Residential Service dial tone purchased from this Tariff shall only be refused for non-payment of local service charges incurred and due to the Company or any other utility, following implementation of Company initiated toll blocking due to non-payment.

**2.4.2. BILLING AND COLLECTION**

The Customer is responsible for payment of all charges for equipment or facilities and Services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by and credits due to the Customer under this Tariff. Recurring charges are billed monthly, in advance of the month(s) in which Service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due upon receipt, and payment must be received no later than the payment due date shown on the bill.

When the Customer's Service does not begin on the first day of the billing cycle or end the last day of the billing cycle, the charge for the fraction of the billing cycle in which Service was furnished will be calculated on a pro rata basis, or a bill credit may be applied for the fraction of the billing cycle in which Service was not furnished.

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**2. GENERAL REGULATIONS**

**2.4. PAYMENTS AND CHARGES**

**2.4.2. BILLING AND COLLECTION (CONT'D)**

Residential Service dial tone purchase from this Tariff will only be suspended or disconnected for failure to pay local charges due. The Company may restrict local services, other than Residential local service dial tone, for non-payment of any or all charges due. The Company may also disconnect, suspend or restrict local service dial tone if a Customer continues to incur long distance or intraLATA toll charges following the implementation of Company initiated toll blocking on the Customer's account due to nonpayment. All other services provided to a Customer including intraLATA toll and long distance services may be suspended, restricted or disconnected for failure to pay any or all charges due.

Alternate payment arrangements satisfactory to the Company will be made available to Customers, upon request, that purchase Residential Service from this Tariff prior to the disconnect or suspension of local service dial tone.

Payments for Residential Service under this Tariff will first be allocated to local service charges.

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**2. GENERAL REGULATIONS**

**2.4. PAYMENTS AND CHARGES (CONT'D)**

**2.4.3. RIGHT TO REFUSE SERVICE**

The company may refuse service to a customer or applicant whose service has been discontinued for non-payment of bills for any telecommunications service except that Consumer local service dial tone purchased from Sections 13, 14 or 15 shall only be refused for non-payment of local service charges due or for long distance charges incurred following implementation of Company initiated toll blocking due to non-payment and still outstanding, or for other reasons stated in this tariff. The customer or applicant will otherwise be required to pay all bills due the Company for telecommunications service or make other arrangements satisfactory to the Company to re-establish credit before service is restored or service started.

If service is established and it is subsequently determined that the customer or applicant is indebted to the Company for service previously furnished, the Company may restrict, suspend or terminate such service until satisfactory arrangements have been made for the payment of prior indebtedness unless otherwise stated in this Tariff.

The Company may refuse to provide an applicant with basic local telecommunications service for: the applicant's failure to comply with all applicable federal, state, and municipal regulations; or any other reason that does not violate applicable federal, state, or municipal statutes, rules, or regulations.

The company shall not refuse service on the basis of race, color, sex, nationality, religion, marital status, income level, source of income or geographic location served by the company.

Complaints regarding a refusal to provide residential basic local telecommunications service may be filed with the Public Utility Commission of Texas, Customer Protection Division. Mail: P.O. Box 13326, Austin, TX 78711-3326. Voice: (512) 936-7120 or in Texas (toll free) (888) 782-8477. FAX: (512) 936-7003. E-Mail: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us). Internet: <http://www.puc.state.tx.us>. TTY: (512) 936-7136. Relay Texas (toll free): (800) 735-2989.

**2.4.4. COLLECTION FEES**

In the event the Company incurs fees or expenses, including attorney's fees, the customer may be liable to the Company for the payment of all such fees and expenses which are reasonably incurred.

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**2. GENERAL REGULATIONS**

**2.4. PAYMENTS AND CHARGES (CONT'D)**

**2.4.5. BILLING DISPUTES**

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged.

If a dispute cannot be satisfactorily resolved within sixty days from the date either party is notified by the other of a dispute, then either party may then contact the American Arbitration Association (“AAA”) in writing at AAA Service Center, 134555 Noel Road, Suite 1750, Dallas, Texas 75240-6620 and request arbitration of the dispute. Information about the arbitration process and the AAA’s Arbitration Rules and its fees are available from the AAA on the Internet at <http://www.adr.org>, or by contacting AAA at the above address. The arbitration will be based on written submissions of the parties and the documents relating to the dispute, unless either party requests that the arbitration be conducted using the AAA’s telephone or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects within the state of the customer’s primary residence. Any arbitration shall remain confidential. Neither party may disclose the existence, content or results of any arbitration or award, except as may be required by law, or to confirm and enforce an award.

**2.4.6. ADVANCE PAYMENTS**

The Company may require a Customer to make an advance payment as a condition of continued or new Service. 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.



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**2. GENERAL REGULATIONS**

**2.4. PAYMENTS AND CHARGES (CONT'D)**

**2.4.7. DEPOSITS**

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Any such deposit may be held during the continuance of the service as security for the payment of any or all amounts accruing for the service. The Company reserves the right to require payment of the deposit by money order, certified check, or by means deemed appropriate by the Company.

The deposit amount for Residential service purchased from this Tariff may not exceed the amount allowed by Texas Public Utility Commission Substantive Rules. The estimated annual billing used to calculate the Residential service deposit amount will be based on charges that are included in the Residential Service Section of this Tariff. The only deposit required to establish Residential service dial tone in the above referenced section of this Tariff will be the Residential local service deposit.

The Company may require a deposit if:

- A customer has an unsatisfactory credit rating or an insufficient credit history;
- A customer has an outstanding balance with any utility or other IXC;
- A customer, in an unauthorized or illegal manner, has interfered with the Company in the last 5 years

Service may be denied or discontinued for failure to furnish a deposit.

A deposit is returned to the Customer, including interest, less any amounts due the Company when service is disconnected or after 12 months, whichever is sooner. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice or terms provided under this Tariff for restricting, suspending, or disconnecting service for failure to pay any bills.

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**2. GENERAL REGULATIONS**

**2.4. PAYMENTS AND CHARGES (CONT'D)**

**2.4.8. RETURNED CHECK CHARGE**

The Customer will be assessed a charge of fifteen dollars (\$15.00) 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.

**2.4.9. LATE PAYMENT CHARGE**

The Company will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days.

Late payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the Customer. 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.

Additional penalty charges shall not be assessed on unpaid penalty charges.

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**2. GENERAL REGULATIONS**

**2.5. CANCELLATION, DISCONTINUATION AND CHANGES**

**2.5.1. CANCELLATION OF SERVICE**

A. Cancellation of Application for Service

When the Customer cancels an application for Service prior to the start of Service, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun.

The special charges described above will be calculated and applied on a case-by-case basis.

B. Cancellation of Service

If a Customer cancels a Service order or terminates Service before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following:

1. All nonrecurring charges reasonably expended by the Company to establish Service to the Customer;
2. Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company;
3. All recurring charges specified in the applicable Tariff for the balance of the then current month; and
4. Any other charges specified in this Tariff or in the Service order for such early cancellation or termination.

For Residential Service, the customer may be required to pay all nonrecurring charges due as well as applicable recurring charges for one month upon cancellation.

The above sums shall become due and owing as of the effective date of the cancellation or termination and be payable as specified in this Tariff.

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**2. GENERAL REGULATIONS**

**2.5. CANCELLATION, DISCONTINUATION AND CHANGES (CONT'D)**

**2.5.2. DISCONTINUATION OF SERVICE**

- A. The Company may, without incurring any liability, suspend or discontinue Service without notice, or refuse Service under the following conditions:
  - 1. The Company deems that such action is necessary to prevent abuse or to protect against fraudulent use, or to otherwise protect its personnel, agents, facilities, equipment, assets, or Services; or
  - 2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, its past or current use of communications Services, or its planned use of the Company's Service(s); or
  - 3. The Customer uses, or attempts to use, Service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the Service by:
    - a. Using or attempting to use Service by rearranging, tampering with, or making connections to the Company's Service not authorized by this Tariff; or
    - b. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices, or electronic devices; or
    - c. Any other fraudulent means or devices; or
  - 4. Any material portion of the facilities used by the Company to provide Service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; or
  - 5. Any governmental order or directive calls for the discontinuation of Service, the Customer alters the Services to be provided, or the Customer violates an applicable law or regulation.

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**2. GENERAL REGULATIONS**

**2.5. CANCELLATION, DISCONTINUATION AND CHANGES**

**2.5.2. DISCONTINUATION OF SERVICE (CONT'D)**

- B. The Company may, without incurring any liability, suspend or discontinue Service with prior written notice of at least ten (10) days, under the following conditions:
  - 1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, past or current use of communications Service; or
  - 2. The Customer states that it will not comply or fails to comply with a request of the Company for deposits or advance payments, as specified in this Tariff; or
  - 3. The Customer uses Service to transmit a message, locate a person or otherwise give or obtain information without payment for the Service.
- C. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. In addition, the Company may declare all future-billed monthly and other charges which would have been payable by the Customer during the month for which such Services would have otherwise been provided to the Customer, to be immediately due and payable.
- D. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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**2. GENERAL REGULATIONS**

**2.5. CANCELLATION, DISCONTINUATION AND CHANGES (CONT'D)**

**2.5.3. CHANGES IN SERVICE**

If the Customer makes or requests material changes in Service parameters, premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

**2.5.4. RESTORATION OF SERVICE**

When a Customer's Service has been disconnected in accordance with the Tariff and the Service has been terminated through the completion of a Company Service order, Service will be re-established only upon the basis of an application for new Service.

If any Customer's Service is restored after having been suspended in accordance with the Tariff but a Company Service order to terminate such Service has not been completed when such Service is restored, the Customer may be required to pay a restoral of Service charge.

If a Service has been suspended or discontinued for nonpayment, Service will be re-established upon receipt of all charges due, or upon arriving at a satisfactory payment arrangement. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of Service will be effected upon bank clearance of the check.

**2.5.5. 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.

**COMCAST PHONE OF TEXAS, LLC**  
**COMCAST TELECOMMUNICATIONS SERVICE**

**SECTION 2**  
5th Revised Sheet 22  
Replacing 4th Revised Sheet 22  
Effective: April 29, 2021

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**2. GENERAL REGULATIONS**

**2.6. PROVISION FOR CERTAIN LOCAL TAXES AND FEES**

**2.6.1. GENERAL**

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue or as otherwise required and/or allowed by law derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

**2.6.2. MUNICIPAL FRANCHISE FEES**

Residential, non-residential and point-to-point access lines provided pursuant to this Tariff are subject to a municipal franchise fee as established for the city in which the end user of the access lines is located. Effective with the charges billed on or after March 1, 2000, the monthly recurring municipal franchise fee charge will be equal to or less than a monthly amount developed using criteria as recommended by your local municipality with information supplied by this local certificated telecommunications provider (CTP). The fee may be assessed as a per-line-charge on the end user bill. This municipal charge results from implementation of House Bill 1777 - Telecommunications Franchise Law which allows all municipalities to be compensated by CTPs for right-of-way usage. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.

**2.6.3. TEXAS UNIVERSAL SERVICE FUND (TUSF) CHARGE**

Charges for Local Exchange Services provided pursuant to this Tariff are subject to a Texas Universal Service Fund (TUSF) Surcharge.

The company uses the monthly TUSF Surcharge rate set by the Texas Public Utility Commission.

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**COMCAST PHONE OF TEXAS, LLC  
COMCAST TELECOMMUNICATIONS SERVICE**

**SECTION 2**  
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**2. GENERAL REGULATIONS**

**2.7. 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.



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## 2. GENERAL REGULATIONS

### 2.8. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, 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.

If the provision of service to a Customer would require the construction of additional facilities, replacement facilities or special facilities designed to meet the Customer’s particular needs, the Company, at its option, may seek to obtain the facilities from another carrier, or may construct the facilities. The Customer may be required to pay all of the Company’s actual expenses incurred in obtaining or constructing the facilities, including but not limited to, any unusual maintenance costs or removal costs. Construction charges may be payable, at the Company’s option, prior to acceptance of the Customer’s application for service or when billing is rendered. The Customer may be required to enter into a written agreement to pay the construction charges if they are not paid prior to initiation of service.

Any facilities constructed by the Company by the use of construction charges, however financed, shall be and remain the property of the Company, unless otherwise agreed to by the Company pursuant to a written agreement. The Customer does not obtain any rights of ownership in facilities provided by the Company.

The charges and regulations applicable to special construction apply in connection with all classes of service, facilities or equipment furnished by the Company and are in addition to the installation charges, service connection and move charges and monthly service charges otherwise applicable to the provision of service to the Customer pursuant to other sections of this tariff.