

MILSTEIN ADELMAN, LLP
Gillian L. Wade, State Bar No. 229124
gwade@milsteinadelman.com
Sara D. Avila, State Bar No. 263213
savila@milsteinadelman.com
2800 Donald Douglas Loop North
Santa Monica, California 90405
Telephone: (310) 396-9600
Fax: (310) 396-9635

CARNEY BATES & PULLIAM PLLC
Hank Bates, State Bar No. 167688
hbates@carneywilliams.com
Allen Carney
acarney@cbplaw.com
David F. Slade
dslade@cbplaw.com
11311 Arcade Drive, Suite 200
Little Rock, Arkansas 72212
Telephone: 501-312-8500

KU & MUSSMAN, PA
M. Ryan Kasey
ryan@kumusman.com
12550 Biscayne Blvd., Suite 406
Miami, Florida 33181
Telephone: (305) 891-1322

Attorneys for Plaintiffs,
Toyer Gear, Joycelyn Harris and the Class

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

TOYER GREAR and JOYCELYN HARRIS,
individually and on behalf of all others
situated;

Plaintiff,

vs.

COMCAST CORPORATION, a
Pennsylvania Corporation.

Defendants.

Case No.

CLASS ACTION COMPLAINT

1. VIOLATIONS OF THE COMPUTER FRAUD AND ABUSE ACT (18 U.S.C. 1030)
2. VIOLATION OF THE COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT, CALIFORNIA PENAL CODE § 502
3. VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et seq. (UNFAIR AND UNLAWFUL PRONGS)

Plaintiffs Toyer Grear and Joycelyn Harris (“Plaintiffs”), individually and on behalf of all others similarly situated, bring this complaint against Comcast Corporation (“Defendant,” the “Company,” or “Comcast”). Plaintiffs seek certification of this matter as a class action. Plaintiffs, by and through their counsel, submit this Class Action Complaint (the “Complaint”) against Defendant, and allege as follows:

I. SUMMARY OF COMPLAINT

1) Americans are increasingly turning to Wi-Fi wireless networks to connect their smartphones, tablets, and laptops to the Internet. In light of this fact, Comcast saw an opportunity to compete with cellular carriers such as AT&T and Verizon – while the Company does not have an infrastructure of cellular towers, it does have millions of residential customers dispersed across the United States who already pay Comcast to supply Internet access to their homes (“Xfinity Internet Service”). As part of that service, Comcast leases to its customers wireless routers that create home Wi-Fi networks. These households, Comcast realized, could be used as infrastructure for a national Wi-Fi network.

2) Within the past several years, Comcast began supplying its residential customers with new wireless routers, equipped to broadcast not only its customers’ home Wi-Fi network signal, but also an *additional* Wi-Fi network signal that was available to the *public*.¹ Comcast then began selectively activating these routers to broadcast the secondary network – the public “Xfinity Wi-Fi Hotspot” – in various markets across the country, with the goal of enabling 8 million Xfinity Wi-Fi Hotspots by the end of 2014.

3) Comcast does not, however, obtain the customer’s authorization prior to engaging in this use of the customer’s equipment and Internet service for public, non-household use. Indeed, without obtaining its customers’ authorization for this additional use of their equipment and resources, over which the customer has no control, Comcast has externalized the costs of its national Wi-Fi network onto its customers. The new wireless routers the Company issues consume vastly

¹ “Public,” however, does not mean “free.” It simply means that access is available to any party who pays to use the Wi-Fi hotspot. Comcast allows certain customers to log on to these hotspots as part of their subscription plan; for anyone else who wishes to log on, they must pay either an hourly or monthly rate. Beyond having to pay for access, there are no barriers or selection criteria.

1 more electricity in order to broadcast the second, public Xfinity Wi-Fi Hotspot, which cost is born
2 by the residential customer.

3 4) Additionally, this unauthorized broadcasting of a secondary, public Wi-Fi network
4 from the customer's wireless router degrades the performance of the customer's home Wi-Fi
5 network.

6 5) Finally, the unauthorized broadcasting of a secondary, public Wi-Fi network from the
7 customer's wireless router subjects the customer to potential security risks, in the form of enabling a
8 stranger who wishes to access the Internet through the customer's household router, with the
9 customer having no option to authorize or otherwise control such use.

10 6) Comcast's actions violate the Computer Fraud and Abuse Act, 18 U.S.C. § 1030;
11 California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200; and the Comprehensive
12 Computer Data Access and Fraud Act, California Penal Code § 502. Plaintiffs seek injunctive and
13 declaratory relief, restitution, and monetary damages, individually and on behalf of (1) a national
14 class of all households in the United States that have subscribed to Comcast's Xfinity Internet
15 Service and that, as a result, have leased wireless routers that broadcast an Xfinity Wi-Fi Hotspot;
16 and (2) a California subclass of all households in California that have subscribed to Comcast's
17 Xfinity Internet Service and that, as a result, have leased wireless routers that broadcast an Xfinity
18 Wi-Fi Hotspot.

19 **II. JURISDICTION AND VENUE**

20 7) This Court has federal question jurisdiction over this action pursuant to 28 U.S.C. §
21 1331. This Court also has original jurisdiction over the state law claims under 28 U.S.C. § 1332(d)
22 because the action involves 100 or more class members; at least one member of the proposed class is
23 a citizen of a State different from the State of citizenship of Defendant and the matter in controversy
24 exceeds \$5 million in sum or value.

25 8) This Court has personal jurisdiction over Defendant because Defendant has sufficient
26 minimum contacts in California, or otherwise intentionally avails itself of the markets within
27 California, through promotion, sale, marketing and distribution of its Xfinity Internet Service – and
28 concurrent establishment of public Xfinity Wi-Fi Hotspots – in California, to render the exercise of

jurisdiction by this Court proper and necessary. Moreover, Defendant can be brought before this Court pursuant to California's "long-arm" jurisdictional statute.

9) Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events giving rise to Plaintiffs' claims occurred in this District, Plaintiffs reside in Alameda County, and Plaintiffs' Xfinity Internet Service is provided at their home address in Alameda County.

III. PARTIES

10) Plaintiff Joycelyn Harris ("Plaintiff Harris") and Plaintiff Toyer Gear ("Plaintiff Gear") are, and at all times relevant hereto were, individuals residing in the same household in Alameda County, California. Plaintiff Harris is the daughter of Plaintiff Gear. Both Plaintiffs access the Internet in their household via the wireless router leased from Comcast as part of its Xfinity Wi-Fi Service. Plaintiff Harris is a signatory to the contract for Xfinity Wi-Fi Service for the household; Plaintiff Gear is not a signatory to such contract. Plaintiff Gear pays the utility bills of the household, including the Comcast bill and the household's electricity bill.

11) Defendant Comcast Corporation is an American media corporation organized and existing under the laws of the State of Pennsylvania, with its principle place of business located at Comcast Center, 1701 John F Kennedy Blvd, Philadelphia, PA 19103-2838. Comcast, directly and through its agents, has substantial contacts with and receives substantial benefits and income from and through the State of California. Comcast is the distributor of the Xfinity Internet Service.

IV. FACTUAL ALLEGATIONS

A. Wi-Fi Internet Connectivity and Comcast's Network of Xfinity Public Wi-Fi Hotspots

12) Across the country, hundreds of millions of consumers connect to the Internet every day. Increasingly, they do so via mobile devices such as smartphones, tablets, and laptop computers, and because these devices are mobile, the manner in which they connect to the Internet must be wireless. Presently, there are two leading means of wireless Internet connection for mobile devices: cellular networks and Wi-Fi networks.

13) While cellular providers such as AT&T and Verizon have amassed a network of cellular towers allowing for coverage across the country, there is no corresponding national infrastructure of Wi-Fi networks. Instead, consumers wishing to connect to Wi-Fi must first find a Wi-Fi network to connect to (via a “Wi-Fi hotspot,” a colloquial term for a wireless router that broadcasts a Wi-Fi signal) and are then bound to stay within the range of that hotspot or else lose their connection.

14) Comcast has decided to compete with cellular networks for consumers who wish to connect to the Internet on the go. However, the Company does not have the infrastructure for a cellular network (namely, cellular towers). What it does have are millions of residential customers who use Comcast as their Internet Service Provider (“ISP”), and who have already paid Comcast to set up wireless networks in their homes. Comcast realized that it could turn the equipment it leases to each of those customers into a *public* wireless hotspot, allowing *additional* consumers to piggyback off of those customers’ Wi-Fi networks, emanating from their homes across the country. In this manner, Comcast would be able to create a network of Wi-Fi signals that could cover most, if not all, of the country and externalize much of the capital and operating costs.

15) Since sometime in 2013, in the course of providing its residential² Internet services, Comcast has been supplying new and existing customers with wireless routers that create both a Wi-Fi network in the customer’s home and an *additional, public* Wi-Fi network, over which the customer has no control, that is accessible to anyone within the network’s range. Upon information and belief, these secondary, public Wi-Fi networks (“Xfinity Wi-Fi Hotspots”) being broadcast from consumers’ homes are named “xfinityWi-Fi.”³

16) However, Comcast never obtained authorization from its customers to use the customers’ household routers to broadcast additional Wi-Fi hotspots that are available to the public.

17) As a result of this unauthorized use, Comcast is (1) externalizing its costs for this project onto its customers; (2) compromising the speed of the customers’ Internet access; and (3)

² Comcast has been rolling out a mirror program of private/public Wi-Fi routers to business customers through separate contractual arrangements, as discussed below.

³ Wi-Fi networks are typically named, so that parties can know which network they’re connecting to. Upon information and belief, each of the Xfinity Wi-Fi Hotspots bear the same name of “xfinity Wi-Fi.”

1 subjecting its customers to increased security risks.

2 **B. Comcast's Practices Result in Higher Electricity Costs, A Slower Internet**
 3 **Connection, And Increased Security Vulnerabilities For Comcast Customers**

4 18) Without authorization to do so, Comcast uses the wireless routers it supplies to its
 5 customers to generate additional, public Wi-Fi networks for its own benefit. One side effect of this
 6 practice is that these wireless routers use more electricity than would a regular router generating only
 7 a single Wi-Fi network for the customer's benefit. This additional electricity usage is a cost born by
 8 the unwitting customer.

9 19) When news broke that Comcast was turning consumers' homes into a national public
 10 Wi-Fi network, engineers at Speedify, a technology company offering services to increase
 11 customers' Internet connection speeds, began running tests on the routers Comcast was using to
 12 establish its Xfinity Wi-Fi Hotspots. The goal was to determine whether Comcast's equipment used
 13 more electricity than comparable equipment that was *not* emitting a second Wi-Fi network. "Based
 14 on our tests," the company stated on its website, "we expect that by the time they roll it out to all of
 15 their subscribers, Comcast will be pushing tens of millions of dollars per month of the electricity
 16 bills needed to run their nationwide public WiFi network onto consumers."⁴

17 20) Following the release of the experiment results, Comcast approached Speedify and
 18 asked them to replicate the study with newer hardware – specifically, the new router it was offering
 19 to its residential customers. The results were even worse. Just sitting idle – with no activity on the
 20 Xfinity Wi-Fi Hotspot – the wireless gateway used as much energy as the peak power that was
 21 observed in the prior study. When the engineer connected a wireless device to the Xfinity Wi-Fi
 22 Hotspot, that number climbed even higher.⁵

23 21) Thus, if a consumer uses a Comcast-supplied wireless router that enables an Xfinity
 24 Wi-Fi Hotspot, he or she can expect an additional \$20-30 in electricity costs annually if *no one uses*
 25 *the hotspot*. If, however, someone *does* use the Xfinity Wi-Fi Hotspot, be it a guest of the customer

27 ⁴ Alex Gizis, "Is Your Comcast Public Hotspot Costing You Real Money?" Speedify (Jun. 26, 2014)
 (available at <http://speedify.com/%20blog/comcast-public-hotspot-cost/>)

28 ⁵ Raj Haldar, "Is There A Hidden Cost To Your Xfinity Router?" Speedify (Aug. 7, 2014) (available
 at <http://speedify.com/blog/hidden-cost-xfinity-router-2/>).

1 or a complete stranger sitting outside the customer's residence, then the electricity costs climb an
2 additional 30-40 percent.⁶

3 22) Also, upon information and belief, the Xfinity Wi-Fi Hotspot slows down the speed
4 of the customer's non-public, home Wi-Fi network. As one commentator notes, the spectrum upon
5 which a Wi-Fi network operates is a limited resource, and increased network traffic – including
6 traffic you cannot control – will affect your access to that resource: "There's limited bandwidth to
7 your device and, on the larger scale, your neighborhood. With enough guests in a concentrated area,
8 it will absolutely affect your connectivity... it may even destroy it."⁷

9 23) Another commentator further explains:

10 This may be a legitimate concern, especially for areas that have lots of
11 apartment buildings and multi-tenant dwellings within close proximity
12 of one another. In my building, just about every apartment has a Wi-Fi
13 router. Those routers are transmitting on the same channels for their
14 2.4GHz and 5GHz signals, leading to RF competition. Now, if you
15 take that scenario and give everyone in that apartment another wireless
16 network to broadcast, those networks are competing, too, and adding
17 to interference. Comcast's FAQ about Xfinity's hotspots doesn't go into
18 any details about channels and bands, but the company should be clear
19 about how adding these hotspot networks affects the performance of
20 existing WLANs—especially in business use.⁸

21 24) Additionally, upon information and belief, the Xfinity Wi-Fi Hotspot exposes
22 Comcast's customers to increased privacy and security risks.

23 25) Since Comcast uses the Xfinity Wi-Fi Hotspot to allow strangers to connect to the
24 Internet through the same wireless router used by Comcast customers in their homes, the data and
25 information on a Comcast customer's network is at greater risk.

26 26) The customer is never asked for authorization by Comcast to let it use his or her
27 router to create public Wi-Fi networks; but through Comcast's unauthorized use, *anyone* may
28 connect to the customer's wireless router, without that customer's authorization and without that
customer's control, for any purpose.

⁶ *Id.*

⁷ Josh Carr, "Disable Comcast Xfinity WiFi Hotspot: A How-To-Guide." Fix Denver (Jun. 13, 2014) (available at <https://fixdenver.com/blog/guides/disable-comcast-xfinity-wifi-hotspot/>).

⁸ Samara Lynn, "4 Concerns About Comcast's Xfinity Wi-Fi Hotspot Rollout." PC Magazine (Jun. 11, 2014) (available at <http://www.pcmag.com/article2/0,2817,2459357,00.asp>).

1 27) Upon information and belief, any activity on the Xfinity Wi-Fi Hotspot will appear as
2 though it originated from the Comcast *customer's* IP address.

3 **C. Comcast's Failure to Obtain Class Members' Authorization for Its Use of Their**
4 **Internet Service**

5 28) Comcast does not make its customers aware that, by contracting with Comcast for
6 Internet access, the wireless routers they lease from the Company to establish their own Wi-Fi
7 network will concurrently be used as part of Comcast's national network of publicly accessible
8 Xfinity Wi-Fi Hotspots.

9 29) Accordingly, Comcast does not obtain authorization from its customers to use their
10 routers to generate an Xfinity Wi-Fi Hotspot; rather, Comcast simply uses its customers' Internet
11 access, equipment, and resources for its own benefit and to its customers' detriment, without any
12 authorization.

13 30) Indeed, Comcast's contract with its customers is so vague that it is unclear as to
14 whether Comcast even addresses this practice at all, much less adequately enough to be said to have
15 obtained its customers' authorization of this practice.

16 31) Comcast's relevant agreement with its residential customers is comprised of three
17 documents: "Comcast Agreement for Residential Services" (Exhibit A), "Comcast Customer Privacy
18 Notice" (Exhibit B); and "Comcast Acceptable Use Policy for Xfinity Internet" (Exhibit C). None
19 of these three documents obtains customers' authorization for Comcast's use of their routers to
20 broadcast public Xfinity Wi-Fi Hotspots. Only one of those three documents – Exhibit A – makes
21 *any* reference to the practices complained of herein, and it does so only three times and in passing,
22 referencing the "XFINITY Internet WiFi Home Hotspot" (or its abbreviation, "HHS"). The
23 document never defines the term "XFINITY Internet WiFi Home Hotspot," and never discloses to
24 customers that Comcast will use their Comcast-provided routers to broadcast publicly accessible Wi-
25 Fi networks.

26 32) Accordingly, Comcast never obtains its customers' authorization for its use of their
27 routers to broadcast public Xfinity Wi-Fi Hotspots.

28 33) First, under the section "Maintenance and Ownership of Equipment and Software," in

a subsection disclaiming responsibility for the operation or support of customer equipment, Comcast references the “XFINITY Internet WiFi Home Hotspot” in the middle of a section otherwise devoted to remotely updating code for equipment:

6. MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE

a. XFINITY Equipment. “XFINITY Equipment” means any equipment provided by Comcast such as gateways, routers, cable modems, voice-capable modems, wireless gateway/routers, CableCARDS, converters, digital adapters, remote controls, and any other equipment provided or leased to you by us or our agents, excluding equipment purchased by you from Comcast and Customer Equipment. XFINITY Equipment also includes any software, firmware, or other programs contained within Customer Equipment or XFINITY Equipment. You agree that all XFINITY Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. You agree to use XFINITY Equipment only for the Service(s) pursuant to this Agreement. We may remove or change the XFINITY Equipment at our discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge and agree that our addition or removal of or change to the XFINITY Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the XFINITY Equipment, or permit any other provider of video, broadband Internet (high speed data) or telephone services to use the XFINITY Equipment. The XFINITY Equipment may only be used in the Premises. At your request, we may relocate the XFINITY Equipment in the Premises for an additional charge, at a time agreeable to you and us. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE XFINITY EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than Comcast or its agents to service the XFINITY Equipment. We suggest that the XFINITY Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the XFINITY Equipment to us in an undamaged condition.

b. Customer Equipment.

1. Responsibility: Comcast has no responsibility for the operation or support, maintenance, or repair of any Customer Equipment including, but not limited to, Customer Equipment to which Comcast or a third party has sent software, firmware, or other programs.

• **For XFINITY Video, XFINITY Internet, and XFINITY Voice Customers.** You agree by using the Service(s), you are enabling and authorizing (i) Comcast, its authorized agents and equipment manufacturers to send code updates to the XFINITY Equipment and Customer Equipment, including, but not limited to, cable modems, digital interactive televisions with CableCARDS, and voice-capable modems at any time it is determined necessary to do so as part of the

Service(s): and (ii) Comcast and its authorized agents to use the XFINITY Equipment, Customer Equipment and Inside Wiring connected to our cable network to provide the Service(s) to you and others, including, but not limited to, the XFINITY Internet WiFi Home Hotspot (“HHS”). Such code updates may change, add or remove features or functionality of any such equipment or the Service(s).

(Ex. A at 5-6)

34) While Exhibit A defines “XFINITY Equipment” (p. 5), “Customer Equipment” (p. 5), “Inside Wiring” (p. 8), and “Service(s)” (p. 1), no definition is ever provided for the “XFINITY Internet WiFi Home Hotspot.”

35) The remaining two references in Exhibit A employ only the “HHS” acronym and provide no information as to the purpose or use of HHS:

7. USE OF SERVICES

You agree that the Service(s) and the XFINITY Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You will not use the XFINITY Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service(s) in whole or in part. You will not use or permit another to use the XFINITY Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Comcast policy applicable to the Service(s). Use of the XFINITY Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the XFINITY Equipment and/or Service(s) at the Premises and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Comcast policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service(s). You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys’ fees) arising out of the use of the Service(s), the XFINITY Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable Comcast policies by you or any other user of the Service(s) at the Premises. You shall not be required to indemnify Comcast and its affiliates, suppliers, and agents with respect to third parties use of HHS.

(Ex. A at 8-9)

3. WIRELESS INTERNET ACCESS THROUGH XFINITY WIFI

If you subscribe to the XFINITY Performance Internet service or above you may also access the Internet and use XFINITY Internet wirelessly (“XFINITY WiFi”) through our access points, HHS and access points of affiliated companies providing wireless Internet access at no additional charge by using your XFINITY user ID and password to log in. If you use an XFINITY WiFi access point owned or operated by Comcast to access XFINITY Internet, including an HHS your use will be subject to the terms of this Agreement, the XFINITY WiFi terms of service and our acceptable use policies. If you use an access point owned or operated by one of our affiliated companies to access the Internet, you may be subject to the terms and conditions and acceptable use policies of our affiliate as well. If you subscribe to XFINITY Internet at a level below XFINITY Performance Internet service, XFINITY WiFi may be made available to you on a trial, sponsored or pay per use basis subject to different terms. Your use of XFINITY WiFi indicates your acceptance of the applicable terms. If you do not accept the applicable terms, you should not use XFINITY WiFi Service. XFINITY WiFi is not available in all locations and availability is subject to change without notice.

(Ex. A at 21)

36) None of the remaining documents comprising the agreement between Comcast and its customers reference Xfinity Home Hotspots, nor do they discuss Comcast’s practice of using customers’ residential wireless service for public Wi-Fi networks. *See* Ex.’s B and C.

37) Nothing in the above-excerpted language even *alerts* a consumer that, as a matter of course, Comcast will use a second, independent Wi-Fi network via the wireless router it supplies to the customer, and that this network is open not to the customer, but to any member of the public who is within range of the customer’s signal. Therefore, nothing in the above-excerpted language could even remotely be construed as an affirmative authorization on the part of the consumer of the practices described herein.

38) In contrast, Comcast’s agreement with small business customers demonstrates that when it is in Comcast’s financial interests, it obtains the customer’s explicit authorization to broadcast its second, public Wi-Fi Network. The business contract contains an entire subsection devoted exclusively to Wi-Fi network usage – Exhibit D, “Supplemental Wi-Fi Terms and Conditions” – that *begins* not only by defining (and thus distinguishing between) public and private Wi-Fi networks, but also by clearly defining who will be *using* those networks:

1 1. Definitions.

2 a. “End User” - Customer patrons and other authorized end users.

3
4 b. “Private Wi-Fi Services” – Wi-Fi Services for the internal business
5 use by Customer’s employees, contractors and agents. Private Wi-Fi
6 Service may not be used by End Users. As part of the logon process,
7 Customer employees, contractors and agents will be asked to provide
8 their Comcast High Speed Internet username and password, and the
9 Customer will be responsible for all activities occurring under his or
10 her username and for keeping the password secure.

11 c. “Public Wi-Fi Services” – Wi-Fi Services for the use of Customer
12 patrons and other authorized End Users, through the creation and
13 maintenance of one or more wireless “hot spots”. Public Wi-Fi
14 Services may not be used by Customer employees, contractors and
15 agents for internal business use.

16 d. “Wi-Fi Service” - Access to the Wi-Fi Services or wireless
17 connectivity to the internet. Wi-Fi Services will use the IEEE 802.11
18 standard (unless otherwise noted). Private Wi-Fi Services and Public
19 Wi-Fi Services are collectively referred to herein as “Wi-Fi Services.”

20 (Ex. D at 1)

21 39) Comcast further outlines the manner in which End Users may access Public Wi-Fi
22 (Ex. D at section 9, “Wi-Fi Service to End Users”) and states that it may actively advertise the
23 customer’s location as offering Public Wi-Fi Services (Ex. D at section 10, “Use of Comcast
24 Name”).

25 40) And indeed, in this context it is imperative for Comcast to obtain its business
26 customers’ authorization in no uncertain terms. The above-excerpted portion of the agreement
27 makes clear that Comcast’s business model requires certain express obligations from the small
28 business – namely that (a) its employees not use the public Wi-Fi network (an Xfinity Wi-Fi
Hotspot) but instead limit use to the private Wi-Fi network; (b) that the business not compete with
Comcast’s Xfinity Wi-Fi Hotspot by offering free Wi-Fi access to its customers; and (c) that the
business advertise and promote use of the Xfinity Wi-Fi Hotspot.

 41) Thus, for its business customers, Comcast is capable of describing in detail the
practices complained of herein, for purposes of creating a customer agreement that clearly and

unambiguously obtains customer authorization for such practices. However, with regard to its residential customers, where its financial incentives are different, Comcast has instead elected to use those unsuspecting customers' homes as public Wi-Fi hotspots without obtaining the customers' authorization.

H. Factual Allegations As To Plaintiffs

42) Plaintiffs contracted with Comcast for residential Internet services. As a part of such services, Plaintiffs paid Comcast to lease equipment to connect to the Internet, including a wireless router that was, unbeknownst to Plaintiffs, equipped to broadcast an Xfinity Wi-Fi Hotspot in addition to Plaintiffs' personal, home Wi-Fi hotspot.

43) Plaintiffs did not authorize Comcast to use their wireless router to create a separate, publicly accessible Xfinity Wi-Fi Hotspot.

44) As a result of Comcast's unauthorized use of Plaintiffs' router complained of herein, Plaintiffs' have been forced to incur additional expenses in the form of increased electricity bills.

45) As a result of Comcast's unauthorized use of Plaintiffs' router complained of herein, Plaintiffs have suffered injury in the form of decreased, inadequate speeds on their home Wi-Fi network.

46) As a result of Comcast's unauthorized use of Plaintiffs' router complained of herein, Plaintiffs have had their household's wireless router exposed to possible, additional use by unknown third parties, with neither Plaintiffs' knowledge nor Plaintiffs' authorization.

V. CLASS ACTION ALLEGATIONS

A. Class Definition

47) Plaintiffs bring this action, individually and on behalf all others similarly situated pursuant to Federal Rule of Civil Procedure 23, and seeks certification for the following National Class and California Subclass (collectively, "Class"):

National Xfinity Subscriber Class: All households in the United States that have subscribed to Comcast's Xfinity Internet Service and that, as a result, have leased wireless routers that broadcast an Xfinity Wi-Fi Hotspot.

California Xfinity Subscriber Subclass: All households in California that have subscribed to Comcast's Xfinity Internet Service and that, as a result, have leased wireless routers that broadcast an Xfinity Wi-Fi Hotspot.

48) The Class does not include Comcast, or its officers, directors, agents, or employees.

49) Plaintiffs reserve the right to modify or amend the definition of the Class before the Court determines whether certification is appropriate.

50) This action readily satisfies the requirements set forth under Federal Rule of Civil Procedure 23.

FRCP 23(a) Factors

51) **Numerosity:** The Class comprises many thousands of persons throughout the State of California and millions of people throughout the United States. The class is so numerous, that joinder of all members is impracticable, and the disposition of their claims in a Class Action will benefit the parties and the Court.

52) **Commonality:** The questions of law and fact common to the Class have the capacity to generate common answers that will drive resolution of this action. Common questions of law and fact include, but are not limited to, the following:

- a) Whether Defendant's Customer Agreement for Residential Services obtains authorization for Defendant to use customers' wireless routers to create separate, publicly accessible Xfinity Wi-Fi Hotspots;
- b) Whether Defendant's conduct violates the Computer Fraud and Abuse Act (18 U.S.C. § 1030);
- c) Whether Defendant's conduct is an unlawful business act or practice within the meaning of *Business & Professions Code* § 17200, *et seq.*;
- d) Whether Defendant's conduct is an unfair business act or practice within the meaning of *Business & Professions Code* § 17200, *et seq.*; and
- e) Whether Defendant's conduct violates the Comprehensive Computer Data Access and Fraud Act (California Penal Code § 502).

53) **Typicality:** Plaintiffs' claims and Defendant's defenses thereto, are typical of the claims of the proposed Class, as the direct violations of the Computer Fraud Abuse Act, California's Unfair Competition Law and the Comprehensive Computer Data Access and Fraud Act are consistent and uniform and affect every member of the Class in the same way. Additionally, all members of the proposed Class have the same or similar injury (loss of fees paid, increased electricity costs, slower Internet connections, and compromised network security) based upon Comcast's unlawful conduct.

54) **Adequacy:** Plaintiffs do not have any conflicts with any other members of the proposed Class, and will fairly and adequately represent and protect the interests of the proposed Class. Plaintiffs have retained competent and experienced counsel in class action and other complex litigation.

FRCP 23(b)(2)

55) Defendant has acted on grounds generally applicable to the entire Class, thereby making final injunctive relief and/or corresponding declaratory relief appropriate with respect to the Class as a whole. The prosecution of separate actions by individual Class members would create the risk of inconsistent or varying adjudications with respect to individual member of the Class that would establish incompatible standards of conduct for Defendant.

56) Injunctive relief is necessary to prevent further unlawful and unfair business practices by Defendant. Money damages alone will not afford adequate and complete relief, and injunctive relief is necessary to restrain Defendant from continuing to commit its illegal and unfair policies.

FRCP 23(b)(3)

57) **Common Issues Predominate:** As set forth in detail herein, common issues of fact and law predominate because all of Plaintiffs' claims are based on the same conduct. Whether Defendant's conduct violates the Computer Fraud and Abuse Act, the Unfair Competition Law, and the Comprehensive Computer Data Access and Fraud Act are a set of issues common to all members of the Class and are the predominate issues, and Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

58) **Superiority:** A class action is superior to other available methods for fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for Class members to prosecute their claims individually. Absent a class action, Defendant will likely retain the benefits of its wrongdoing. Because of the small size of an individual Class member's claims, few, if any, Class members could afford to seek legal redress for the wrongs complained of herein. Absent a representative action, the Class members will continue to suffer losses and Defendant will be allowed to continue these violations of law and to retain the proceeds of its ill-gotten gains.

59) The trial and litigation of Plaintiffs' claims are manageable. Individual litigation of the legal and factual issues raised by Defendant's conduct would increase delay and expense to all parties and the court system. The class action device presents far fewer management difficulties and provides the benefits of a single, uniform adjudication, economies of scale, and comprehensive supervision by a single court.

60) **Notice to the Class:** Notice can be accomplished by direct notice to class members because Defendant has each customer's information from its contractual records.

VI. CAUSES OF ACTION

A. First Cause Of Action: Violations Of The Computer Fraud And Abuse Act (18 U.S.C. § 1030) (Brought On Behalf Of The Class)

61) Plaintiffs adopt and incorporate each and every allegation of this complaint as if stated fully herein.

62) Plaintiffs, individually and on behalf of Class members, assert violations of 18 U.S.C. § 1030 for Comcast's unlawful and unauthorized access of Plaintiffs' and Class members' wireless routers, for purposes of establishing Xfinity Wi-Fi Hotspots, thereby resulting in damage and loss.

63) Plaintiffs and Class members are "persons" pursuant to 18 U.S.C. § 1030(e)(12).

64) Plaintiffs' and Class members' wireless routers are "computers" pursuant to 18 U.S.C. § 1030(e)(1).

65) Plaintiffs' and Class members' wireless routers are "protected computers" pursuant to 18 U.S.C. § 1030(e)(2)(B).

1 66) Defendant's acts complained of herein "exceed authorized access" pursuant to 18
2 U.S.C. § 1030(e)(6).

3 67) Defendant's acts complained of herein have caused "damage" to Plaintiffs' and Class
4 members' wireless routers pursuant to 18 U.S.C. § 1030(e)(6).

5 68) Plaintiffs and Class members have experienced "loss" pursuant to 18 U.S.C. §
6 1030(e)(11).

7 69) Throughout the entirety of the conduct upon which this suit is based, Comcast's
8 actions have affected interstate commerce as evidenced by, *inter alia*, the national scope of
9 Comcast's Xfinity Wi-Fi Hotspot network, the national scope of Comcast's subscriber base, and the
10 national and international impact on commerce that Internet connectivity generally facilitates.

11 70) Comcast's actions are and have been knowing as evidenced by, *inter alia*, its
12 dissemination of wireless routers capable of broadcasting Xfinity Wi-Fi Hotspots and its
13 implementation of code that enables the activation of those Xfinity Wi-Fi Hotspots.

14 71) Pursuant to 18 U.S.C. § 1030(a)(5)(A), Comcast knowingly caused the transmission
15 of a program, information, code, or command, and as a result of such conduct, intentionally caused
16 damage without authorization to the protected computers of Plaintiffs and Class members.
17 Specifically, Comcast made the wireless routers it provided to Plaintiffs and Class members capable
18 of receiving a command to generate public Wi-Fi signals, in the form of Xfinity Wi-Fi Hotspots, that
19 are additional to Plaintiffs' and Class members' home network Wi-Fi signals. Comcast never
20 obtained authorization from Plaintiffs or Class members to execute such a command and to thereby
21 cause Plaintiffs' and Class members' wireless routers – protected computers pursuant to 18 U.S.C. §
22 1030(e)(2)(B) – to broadcast Xfinity Wi-Fi Hotspots. Such practice – unauthorized by Plaintiffs and
23 Class members – caused damage to the wireless routers at issue in the form of, *inter alia*, increased
24 and unnecessary electricity usage. Such damage has resulted in an aggregated loss, as defined in 18
25 U.S.C. § 1030(e)(11), in of more than \$5,000 within the year preceding the date of this filing.

26 72) Alternatively, pursuant to 18 U.S.C. § 1030(a)(5)(B), Comcast intentionally accessed
27 the protected computers of Plaintiffs and Class members, and as a result of such conduct, recklessly
28 caused damage. Specifically, Comcast made the wireless routers it provided to Plaintiffs and Class

1 members capable of receiving a command to generate public Wi-Fi signals, in the form of Xfinity
2 Wi-Fi Hotspots that are additional to Plaintiffs' and Class members' home network Wi-Fi signals.
3 Comcast never obtained authorization from Plaintiffs or Class members to execute such a command
4 and to thereby cause Plaintiffs' and Class members' wireless routers – protected computers pursuant
5 to 18 U.S.C. § 1030(e)(2)(B) – to broadcast Xfinity Wi-Fi Hotspots. Comcast intentionally executed
6 such command in order to access, without authorization, the wireless routers of Plaintiffs and Class
7 members, and as a result recklessly caused damage to the wireless routers at issue in the form of,
8 *inter alia*, increased and unnecessary electricity usage. Such damage has resulted in an aggregated
9 loss, as defined in 18 U.S.C. § 1030(e)(11), in of more than \$5,000 within the year preceding the
10 date of this filing.

11 73) Alternatively, pursuant to 18 U.S.C. § 1030(a)(5)(C), Comcast intentionally accessed
12 the protected computers of Plaintiffs and Class members, and as a result of such conduct, caused
13 damage and loss. Specifically, Comcast made the wireless routers it supplied to Plaintiffs and Class
14 members capable of receiving a command to generate public Wi-Fi signals, in the form of Xfinity
15 Wi-Fi Hotspots that are additional to Plaintiffs' and Class members' home network Wi-Fi signals.
16 Comcast never obtained authorization from Plaintiffs or Class members to execute such a command
17 and to thereby cause Plaintiffs' and Class members' wireless routers – protected computers pursuant
18 to 18 U.S.C. § 1030(e)(2)(B) – to broadcast Xfinity Wi-Fi Hotspots. Comcast intentionally executed
19 such command in order to access, without authorization, the wireless routers of Plaintiffs and Class
20 Members, and as a result recklessly caused damage to the wireless routers at issue in the form of,
21 *inter alia*, increased and unnecessary electricity usage. Such damage has resulted in an aggregated
22 loss, as defined in 18 U.S.C. § 1030(e)(11), of more than \$5,000 within the year preceding the date
23 of this filing.

24 74) Plaintiffs and Class members are afforded a private cause of action against Comcast
25 pursuant to 18 U.S.C. §§ 1030(g) and 1030(c)(4)(A)(i)(I).

26 75) Pursuant to 18 U.S.C. § 1030(g), Plaintiffs and Class Members are entitled to
27 compensatory damages, injunctive relief, and all other equitable relief available.
28

B. Second Cause Of Action: Violation of the Comprehensive Computer Data Access and Fraud Act, California Penal Code § 502 (Brought On Behalf Of The California Subclass)

76) Plaintiffs adopt and incorporate each and every allegation of this complaint as if stated fully herein.

77) Comcast's acts, complained of herein, are "access" as defined in Cal. Pen. Code § 502(b)(1).

78) Plaintiffs' and Class members' respective wireless routers, along with the devices that Plaintiffs and Class members connected to those wireless routers in order to access the Internet, are "computer networks" as defined in Cal. Pen. Code § 502(b)(2) and "computer systems" as defined in Cal. Pen. Code § 502(b)(5).

79) The software installed on Plaintiffs' and Class member's wireless routers is a "computer program or software" under Cal. Pen. Code § 502(b)(3).

80) The functionality of Plaintiffs' and Class members' wireless routers, which enables Plaintiffs and Class members to wirelessly connect to the Internet, is a "computer service" pursuant to Cal. Pen. Code § 502(b)(4).

81) Comcast violated the Comprehensive Computer Data Access and Fraud Act ("CCDAFA") by knowingly and without permission accessing the computer, computer systems, and computer network of Plaintiffs and Class members. Specifically, Comcast acted without authorization from Plaintiffs and Class members, circumventing technical and code based barriers on Plaintiffs' and Class members' wireless routers which in turn enabled Comcast and unknown third parties to utilize Plaintiffs' and Class members' wireless routers to connect to the Internet.

82) Pursuant to Cal. Pen. Code § 502(e), Plaintiffs and Class members are entitled to compensatory damages, attorney's fees, injunctive relief, and all other equitable relief deemed appropriate by this Court.

//

//

//

C. Third Cause Of Action: Violations Of California's Unfair Competition Law
(Cal. Bus. & Prof. Code §§ 17200 *et seq.*) (Brought On Behalf Of The California
Subclass)

83) Plaintiffs adopt and incorporate each and every allegation of this complaint as if stated fully herein.

84) Comcast's conduct as alleged herein constitutes unfair and unlawful business acts or practices as proscribed by Section 17200, *et seq.*, of the California Business & Professions Code ("UCL").

85) Comcast's conduct – the unauthorized access of Plaintiffs' and Class members' wireless routers resulting in damages and loss to Plaintiffs and Class members – constitutes "unlawful" business acts or practices by virtue of Comcast's violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030.

86) Additionally, Comcast's conduct – knowingly and without permission accessing the computer, computer systems, and computer network of Plaintiffs and Class members – constitutes "unlawful" business acts or practices by virtue of Comcast's violation of the Comprehensive Computer Data Access and Fraud Act, California Penal Code § 502.

87) Plaintiffs and Class members have an interest in controlling the functionality of their wireless routers, limiting the amount of electricity for which they must pay in order to have access to the Internet in their homes, limiting the bandwidth occupied on their home Wi-Fi networks, and securing their wireless routers from unauthorized use. Contrary to Plaintiffs' and Class members' interests and without authorization, Comcast exercised control over Plaintiffs' and Class members' wireless routers, exploiting them for profit without Plaintiffs' or Class members' consent and to Plaintiffs' and Class members' detriment. As a result, Comcast's conduct constitutes "unfair" business acts or practices.

88) Plaintiffs and Class members have suffered injury in fact and lost money or property as a result of Comcast's business acts or practices.

89) Plaintiffs and Class members seek an order to enjoin Comcast from such unlawful and unfair business acts or practices, and to restore to Plaintiffs and Class members their interest in

money or property that may have been acquired by Comcast by means of unfair competition.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek judgment in favor of themselves and the Class for the following:

A. That the Court determine that this action may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure; that Plaintiffs are proper class representatives; and that the best practicable notice of this action be given to members of the Class represented by Plaintiffs;

B. That judgment be entered against Defendant and in favor of Plaintiffs and the Class on the Causes of Action in this Complaint;

C. That judgment be entered against Defendant for restitution; compensatory damages in an amount to be determined at trial; and injunctive and equitable relief, including, but not limited to, enjoining Defendant from using residential customers' wireless routers to create Xfinity Wi-Fi Hotspots without first obtaining authorization;

D. That judgment be entered against Defendant imposing interest on damages;

E. That judgment be entered against Defendant imposing litigation costs and attorneys' fees; and

F. For all other and further relief as this Court may deem necessary and appropriate.

Plaintiffs demand a jury trial on all issues so triable.

DATED: December 3, 2014

Respectfully submitted,

MILSTEIN ADELMAN, LLP

By: /s/ Gillian L. Wade

Gillian L. Wade

Sara D. Avila

Hank Bates

Allen Carney

David F. Slade

CARNEY BATES & PULLIAM PLLC

M. Ryan Casey
KU & MUSSMAN, PA

*Attorneys for Plaintiffs,
Toyer Grear and Joycelyn Harris*

EXHIBIT A

ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS

XFINITY® Service(s) will be provided to you (“you,” “your,” or “Customer”) on the terms and conditions set forth in this Agreement for Residential Services (the “Agreement”) and applicable law by the operating company subsidiary of Comcast Corporation that (i) owns and/or operates the cable television system in your area and/or (ii) the subsidiary that is the XFINITY Digital Voice service provider or Unlimited Select and Local Select service provider (“Comcast,” “we,” “us,” or “our”). For purposes of this Agreement, “affiliate” means any entity that controls, is controlled by or is under common control with Comcast Corporation. Service(s) may include, but are not limited to, XFINITY TV cable television service (“XFINITY Video”), XFINITY Internet service including XFINITY WiFi (“XFINITY Internet”), and XFINITY Voice or Unlimited Select and Local Select service (herein collectively “XFINITY Voice” WITH LIMITED EXCEPTIONS FOR UNLIMITED SELECT AND LOCAL SELECT AS OTHERWISE INDICATED BELOW) (each a “Service” and collectively the “Services”). The Service(s) do not include Comcast owned or controlled websites such as Comcast.com, Comcast.net, Xfinity.com, or XfinityTV.com. Those websites have their own terms of service and policies that are accessible directly from those sites.

We may change our prices, fees, the Service(s) and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the end of the notice period (the “Effective Date”) of the change, you will be considered to have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

Note: This Agreement contains a binding arbitration provision in Section 13 that affects your rights under this Agreement with respect to all Service(s). These terms and conditions are subject to applicable tariffs and service guides.

GENERAL TERMS AND CONDITIONS**1. ACCEPTANCE OF THIS AGREEMENT**

You will have accepted this Agreement and be bound by its terms if you use the Service(s) or otherwise indicate your affirmative acceptance of such terms.

2. CHARGES AND BILLINGS

- a. Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Service(s), including, but not limited to, installation/service call charges, monthly service charges, XFINITY Equipment (as defined below) charges, measured and per-call charges, applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on Comcast, permitted fees and cost recovery charges, or any programs in which Comcast participates, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Service(s). **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Service(s).

- **For XFINITY Video Customers.** XFINITY Video price information is supplied with our

Welcome Kit.

- **For XFINITY Internet Customers.** XFINITY Internet price information is available at www.comcast.com (or an alternative site if we notify you).
 - **For XFINITY Voice Customers.** XFINITY Voice price information is available at www.comcast.com/voice/terms-of-service (or an alternative site if we notify you).
 - **For Minimum Term Customers.** If you have agreed to a minimum term arrangement, your price for Service(s) is as specified in the minimum term arrangement.
- b. How We Will Bill You.** Unless you are subject to a minimum term arrangement, Service(s) are provided to you on a month-to-month basis. **If you are receiving Service(s) at a trial or introductory rate, you may cancel your Service(s) at the end of the trial or introductory period by calling your local Comcast customer service center.** You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S), THE FIRST MONTH'S SERVICE CHARGES, XFINITY EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES.** Your first bill may include pro-rated charges from the date you first begin receiving Service(s), as well as monthly recurring charges for the next month and charges for non-recurring services you have received. You may be billed for some Service(s) individually after they have been provided to you; these include measured and per-call charges (as explained below) and charges for pay-per-view movies or events, interactive television, and e-commerce. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply.
- We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts and proportions that we determine.
- **For XFINITY Voice Customers.** If you pay a flat monthly fee for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls).
Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast, its affiliates, or suppliers as if your call were answered by the called party, Comcast will charge you for a completed call.
Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. See www.comcast.com/voice/terms-of-service for information on per-call charges and the timing of measured-call charges.
If your usage charges for XFINITY Voice exceed typical residential usage charges, we may: (i) require you to make advance payments for XFINITY Voice, which we may offset against any unpaid balance on your account; (ii) establish a credit limit for usage charges for XFINITY Voice and/or features; and/or (iii) restrict XFINITY Voice or features. If you exceed your credit limit, we reserve the right to suspend XFINITY Voice and require payment for usage charges assessed to your account.
Our paper bills for XFINITY Voice contain only a summary of charges. Detailed information is available for a limited period at a password-protected portion of our website. You may call 1-800-XFINITY for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these paper copies except as otherwise required by applicable law.
- c. Third-Party Charges That Are Your Responsibility.** You acknowledge that you may incur charges with third-party service providers such as accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other

offerings via the Internet or interactive options on your XFINITY Video Service that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

- d. **Alternative Billing Arrangements.** Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.
- e. **Payment by Credit Card or Check.** If you use a credit card to pay for the Service(s), use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If Comcast does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize Comcast to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by Comcast and any such notations shall have no legal effect.
- f. **Our Remedies if You Pay Late or Fail to Pay.**
 1. **Late or Non-Payments:** You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) Comcast does not receive payment for the Service(s) by the payment due date or (b) you pay less than the full amount due for the Service(s).
 - **For Maryland Customers. YOU WILL BE ASSESSED A LATE FEE OF 10% PER MONTH FOR ANY PAYMENT AMOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT, EXCEPT IN GARRETT AND ALLEGANY COUNTIES AND HANCOCK, MD. No more than three (3) monthly late fees will be imposed for any single payment amount that is past due, regardless of the period during which the payment remains past due.**
 - **For Garrett and Allegany County, Maryland Customers. YOU WILL BE ASSESSED A LATE FEE OF \$4.95 PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT.**
 - **For Hancock, Maryland Customers. YOU WILL BE ASSESSED A LATE FEE OF \$2.00 PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT.**
 2. **Fees Not Considered Interest or Penalties:** Comcast does not anticipate that you will fail to pay for the Service(s) on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Service(s) on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.
 3. **Collection Costs:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.
 4. **Suspension/Disconnect:** If you fail to pay the full amount due for any or all of the Service(s) then Comcast, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive.
- g. **Reconnection Fees and Related Charges.** If you resume Service(s) after any suspension, we may require you to pay a reconnection fee. If you reinstate any or all

Case 3:14-cv-05333-JSC Document 1 Filed 12/04/14 Page 27 of 73

Service(s) after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law.

- h. Our Right to Make Credit Inquiries. YOU AUTHORIZE COMCAST TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.** Comcast will not discriminate in the application of its credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either Comcast or its third party credit bureau will be done in conformance with the requirements of all applicable state or federal laws.
- i. Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Comcast within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.
- **For Sacramento, California Customers.** If there are any billing errors or other requests for credit, you must bring those to our attention within sixty (60) days of the time you receive the bill for which you are seeking correction, unless applicable law provides for a longer period which cannot be waived or otherwise modified. We will investigate and respond to all complaints within five (5) business days of the receipt of the complaint. In some cases, an investigation might require a search of historical records that could take up to 14 business days. If you believe a payment was made which was not credited to your account, a copy of a cancelled check or money order may be required and the disputed amount will be set aside for up to fourteen (14) days while you gather that documentation.

3. REFUNDABLE DEPOSIT

We may require you to pay a refundable deposit when you activate the Service(s), if you add XFINITY Equipment and/or Service(s) or if you fail to pay any amounts when they are due. If we disconnect your Service(s) or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days or as otherwise specified by applicable law return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for the Service(s) or for any XFINITY Equipment that is damaged, altered, or not returned).

- **For Prince Georges, Maryland Customers.** If we disconnect your Service(s) or are otherwise required under applicable law to refund the deposit, we shall within thirty (30) days or your next billing cycle, whichever is earlier, return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for the Service(s) or for any XFINITY Equipment that is damaged, altered, or not returned).

4. CHANGES TO SERVICES

Subject to applicable law, we have the right to change our Service(s), XFINITY Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Service(s), including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. If we do give you notice, it may be provided on your monthly bill, as a bill insert, e-mail, in a newspaper or other communication permitted under applicable law. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change.

5. ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

- a. Premises.** You agree to allow us and our agents the right to enter your property at which the Service(s) and/or XFINITY Equipment will be provided (the "Premises") at reasonable

times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or XFINITY Equipment used to receive any of the Service(s). You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

- **For California West Bay Area and San Francisco, California Customers.** If we fail to keep an appointment, we will credit your account with free installation or service call free of charge if the appointment was for an installation or service call for which a fee was to be charged or a minimum credit of \$20.
- **For Sacramento, California Customers.** If we fail to keep an appointment, we will credit your account with one month of Limited Basic up to a maximum credit equal to one month of the Standard Cable price.

b. Customer Equipment. "Customer Equipment" means software, hardware or services that you elect to use in connection with the Service(s) or XFINITY Equipment. You agree to allow us and our agents the rights to insert cable cards and other hardware in the Customer Equipment, send software, firmware, and/or other programs to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and XFINITY Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities specified above. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Customer Equipment to perform the activities specified above.

6. MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE

a. XFINITY Equipment. "XFINITY Equipment" means any equipment provided by Comcast such as gateways, routers, cable modems, voice-capable modems, wireless gateway/routers, CableCARDs, converters, digital adapters, remote controls, and any other equipment provided or leased to you by us or our agents, excluding equipment purchased by you from Comcast and Customer Equipment. XFINITY Equipment also includes any software, firmware, or other programs contained within Customer Equipment or XFINITY Equipment. You agree that all XFINITY Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. You agree to use XFINITY Equipment only for the Service(s) pursuant to this Agreement. We may remove or change the XFINITY Equipment at our discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge and agree that our addition or removal of or change to the XFINITY Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the XFINITY Equipment, or permit any other provider of video, broadband Internet (high speed data) or telephone services to use the XFINITY Equipment. The XFINITY Equipment may only be used in the Premises. At your request, we may relocate the XFINITY Equipment in the Premises for an additional charge, at a time agreeable to you and us. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE XFINITY EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than Comcast or its agents to service the XFINITY Equipment. We suggest that the XFINITY Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the XFINITY Equipment to us in an undamaged condition.

b. Customer Equipment.

1. Responsibility: Comcast has no responsibility for the operation or support, maintenance, or repair of any Customer Equipment including, but not limited to, Customer Equipment to which Comcast or a third party has sent software, firmware, or other programs.

- **For XFINITY Video, XFINITY Internet, and XFINITY Voice Customers.** You agree by using the Service(s), you are enabling and authorizing (i) Comcast, its authorized agents and equipment manufacturers to send code updates to the XFINITY Equipment and Customer Equipment, including, but not limited to, cable modems, digital interactive televisions with CableCARDs, and voice-capable modems at any time it is determined necessary to do so as part of the Service(s); and (ii) Comcast and its authorized agents to use the XFINITY Equipment, Customer Equipment and Inside Wiring connected to our cable network to provide the Service(s) to you and others, including, but not limited to, the XFINITY Internet WiFi Home Hotspot ("HHS"). Such code updates may change, add or remove features or functionality of any such equipment or the Service(s).
- **For XFINITY Internet and XFINITY Voice Customers.** You can find Comcast's current minimum technical and other requirements for XFINITY Internet customers at <http://customer.comcast.com/help-and-support/internet> and for XFINITY Voice customers at <http://customer.comcast.com/help-and-support/phone>. These requirements may be located at an alternative site if we so notify you. To use XFINITY Voice, you will need a voice-capable modem that meets our specifications. In some areas, we may permit you to use XFINITY Voice with a voice-capable modem that you have purchased. Depending on availability in your area, you may have an option to install the voice-capable modem yourself or to have Comcast install it for you. You agree to keep the voice-capable modem plugged into a working electrical power outlet at all times. Whether a cable modem, gateway/router, voice-capable modem or other device is owned by you or us, we have the unrestricted right, but not the obligation, to upgrade or change the firmware in these devices remotely or on the Premises at any time that we determine it necessary or desirable in order to provide Service(s) to you in accordance with our specifications and requirements.
- **For XFINITY Voice Customers.** You acknowledge and understand XFINITY Voice may not support or be compatible with non-recommended configurations including, but not limited to, voice-capable modems not currently certified by Comcast as compatible with XFINITY Voice; Customer Equipment, including, but not limited to, non-voice communications equipment, including certain makes or models of alarm and security systems or devices, certain medical monitoring devices, personal emergency alert, and home detention devices, certain fax machines, and certain "dial-up" modems; rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. In order to use XFINITY Voice, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF XFINITY VOICE VIA THE CORDLESS PHONE. DO NOT ATTEMPT TO CONNECT XFINITY VOICE TO INSIDE PHONE WIRING YOURSELF. In order to use online features of XFINITY Voice, where we make those features available, you are required to provide certain hardware, such as a personal computer, software, an Internet browser, and access to the Internet.
- **For Unlimited Select and Local Select Customers.** You acknowledge and understand Unlimited Select and Local Select will not support or be compatible with: non-recommended configurations including, but not limited to, voice-capable modems not currently certified by Comcast as compatible with Unlimited Select

and Local Select, Customer Equipment, including, but not limited to, non-voice communications equipment, including certain alarm and security systems or devices, medical monitoring devices, personal emergency alert, and home detention devices, certain fax machines, and certain "dial-up" modems; rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. In order to use Unlimited Select and Local Select, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. IF THERE IS AN ELECTRICAL POWER OUTAGE TO THE COMCAST NETWORK IN YOUR AREA, YOUR UNLIMITED SELECT AND LOCAL SELECT WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING INBOUND OR OUTBOUND COMMUNICATIONS TO OR FROM SYSTEMS OR DEVICES CONNECTED TO UNLIMITED SELECT AND LOCAL SELECT, INCLUDING, BUT NOT LIMITED TO, HOME ALARM OR HOME SECURITY SYSTEMS, MEDICAL MONITORING DEVICES, PERSONAL EMERGENCY ALERT DEVICES OR HOME DETENTION DEVICES. DO NOT ATTEMPT TO CONNECT UNLIMITED SELECT AND LOCAL SELECT TO INSIDE PHONE WIRING YOURSELF. In order to use online features of Unlimited Select and Local Select, where we make those features available, you are required to provide certain hardware, such as a personal computer, software, an Internet browser, and access to the Internet.

2. Non-Recommended Configurations: Customer Equipment that does not meet Comcast's minimum technical or other specifications constitutes a "Non-Recommended Configuration." NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR XFINITY EQUIPMENT. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. Comcast reserves the right to deny you customer support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration.

3. No Unauthorized Devices or Tampering: You agree not to attach or assist any person to attach, any unauthorized device to our cable network, XFINITY Equipment or the Service(s). If you make or assist any person to make any unauthorized connection or modification to XFINITY Equipment or the Service(s) or any other part of our cable network, we may terminate your Service(s) and recover such damages as may result from your actions.

You also agree that you will not attach anything to the Inside Wiring, XFINITY Equipment, or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our cable network or degrades our cable network's signal quality or strength or creates signal leakage.

You also agree that we may recover damages from you for tampering with any XFINITY Equipment or any other part of our cable network or for receiving unauthorized Service(s). You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the tampering with XFINITY Equipment or our cable network. You therefore agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Service(s) in addition to our cost to replace any altered, damaged, or unreturned XFINITY Equipment or other equipment owned by Comcast, including any incidental costs. The unauthorized reception of the Service(s) may also result in criminal fines and/or imprisonment.

- **For XFINITY Voice Customers.** You will be liable for all authorized and unauthorized XFINITY Voice use at the Premises. You agree to notify us immediately in writing or by calling 1-800-XFINITY during normal business hours if your voice-

capable modem has been stolen or your Service(s) are being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft of your voice-capable modem or unauthorized XFINITY Voice use. If you fail to notify us in a timely manner, your Service(s) may be terminated without notice and you may incur additional charges.

c. Inside Wiring. You may install wiring inside your Premises ("Inside Wiring"), such as additional cable wiring and outlets, provided it does not interfere with the normal operations of our cable network. If you have us install Inside Wiring, we will charge you for that service. Regardless of who installed it, we consider the Inside Wiring your property or the property of whomever owns the Premises. Accordingly, you are responsible for the repair and maintenance of the Inside Wiring, unless you and Comcast have agreed otherwise in writing. (If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Inside Wiring.) If you have us repair or maintain the Inside Wiring, we will charge you for that service.

- **For Sacramento, California Customers.** Comcast will be responsible to repair any defects of the Inside Wiring installed by Comcast for thirty (30) days after new residential video installations.
- **For XFINITY Voice Customers.** Except as described below, you may use XFINITY Voice with your telephone Inside Wiring, as long as we have reasonable access to it and you have the right to give us access to it. If you wish to have your voice-capable modem connected to your telephone Inside Wiring, you are advised to have a Comcast technician perform the installation. To make that connection, we must first disconnect your telephone Inside Wiring from the network of your existing telephone provider, which may disable any services you receive from them. If you install XFINITY Voice yourself (where self-installation is an option), you should connect the voice-capable modem to a cordless phone, not directly to your telephone Inside Wiring. If the voice-capable modem is connected to your telephone Inside Wiring without first disconnecting the wiring from any existing telephone provider's network, the voice-capable modem may be damaged and/or XFINITY Voice may not operate properly.

d. End User Software Licenses. Your use of the software, firmware, and other programs contained within the XFINITY Equipment, and of any other software or plug-ins to such software distributed or used in connection with the Services shall comply with the terms of the Comcast Software License Agreement (www.comcast.net/terms/license), and any other end user license agreements accompanying such software, as such agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate; you agree to destroy at that time all versions and copies of all software received by you in connection with the Services.

7. USE OF SERVICES

You agree that the Service(s) and the XFINITY Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You will not use the XFINITY Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service(s) in whole or in part. You will not use or permit another to use the XFINITY Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Comcast policy applicable to the Service(s). Use of the XFINITY Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the XFINITY Equipment and/or Service(s) at the Premises and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Comcast policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be

solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service(s). You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Service(s), the XFINITY Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable Comcast policies by you or any other user of the Service(s) at the Premises. You shall not be required to indemnify Comcast and its affiliates, suppliers, and agents with respect to third parties use of HHS.

- **For XFINITY Internet Customers.** The Comcast Acceptable Use Policy ("AUP") and other policies concerning XFINITY Internet are posted at <http://www.comcast.com/Corporate/Customers/Policies/Policies.html> (or an alternative website if we so notify you). You further agree that Comcast may modify the AUP or other policies from time to time. Notwithstanding anything to the contrary in this Agreement, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE COMCAST POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITH OR WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.
- **For XFINITY Voice Customers.** The Comcast Acceptable Use Policy for Residential Voice Services ("Voice AUP") is posted at <http://www.comcast.com/Corporate/Customers/Policies/Policies.html> (or an alternative website if we so notify you). COMCAST RESERVES THE RIGHT TO LIMIT OR BLOCK ANY XFINITY VOICE USAGE AS COMCAST DEEMS NECESSARY TO PREVENT HARM TO ITS NETWORK, FRAUD, OR OTHER ABUSE OF XFINITY VOICE SERVICES. You agree the voice-capable modem and XFINITY Voice will only be used at the Premises, except that certain online features may be accessible from locations other than the Premises. You understand and acknowledge that if you improperly install the XFINITY Equipment or XFINITY Voice at another location in the Premises, then XFINITY Voice, including, but not limited to, 911/E911, may fail to function or may function improperly. If you move the voice-capable modem or XFINITY Voice to another location without notifying us, you do so in violation of this Agreement and at your own risk. You agree not to use XFINITY Voice for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your use of XFINITY Voice is in violation of this Agreement, we reserve the right (1) to terminate or modify immediately and without notice or (2) to assess additional charges for each month in which such violation occurred.

8. ASSIGNABILITY

This Agreement and the Service(s) furnished hereunder may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

9. TERMINATION OF THIS AGREEMENT

- a. **Term.** This Agreement will be in effect from the time that the Service(s) are activated until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you self-install XFINITY Equipment, Service(s) charges begin the earliest of (1) the day on which you picked up XFINITY Equipment at our service center, (2) the day you install the Service(s), or (3) five (5) days after the date we ship the XFINITY Equipment to you. If you self-install a voice-capable modem, cable modem, or converter you obtained from a source other than Comcast, charges begin the day your order for the Service(s) is entered into our billing system. The option to self-install a voice-capable modem, cable modem, or converter and/or to use a non-Comcast-supplied voice-capable modem, cable modem or converter is subject to availability.
- b. **Termination by You.** Unless you have signed a minimum term addendum, you may terminate this Agreement for any reason at any time by notifying Comcast in one of three

ways: (1) send a written notice to the postal address of your local Comcast business office; (2) send an electronic notice to the e-mail address specified on www.comcast.com; or (3) call our customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until this Agreement has terminated, the Service(s) have been disconnected, and all XFINITY Equipment has been returned. We will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due Comcast for the Service(s), affiliate services, XFINITY Equipment, or other applicable fees and charges).

- **For Prince Georges County, Maryland Customers.** All applicable fees and charges will accrue until the termination of this Agreement or the date you request the Service(s) to be disconnected, whichever is earlier.

c. Suspension and Termination by Comcast. Under the conditions listed below, Comcast reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Service(s) and/or to remove from the Service(s) any information transmitted by or to any authorized users (e.g., email or voicemail). Comcast may take these actions if it: (1) determines that your use of the Service(s) does not conform with the requirements set forth in this Agreement, (2) determines that your use of the Service(s) interferes with Comcast's ability to provide the Service(s) to you or others, (3) reasonably believes that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, or (4) reasonably believes that your use of the Service(s) interferes with or endangers the health and/or safety of our personnel or third parties. Comcast's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service(s) or information transmitted by or to you or users.

d. Your Obligations Upon Termination. You agree that upon termination of this Agreement you will do the following:

1. You will immediately cease all use of the Service(s) and all XFINITY Equipment;
2. Except as provided in Section 9(b) for Prince Georges County Customers, you will pay in full for your use of the Service(s) up to the date that this Agreement has been terminated and the Service(s) are disconnected; and
3. Within ten (10) days of the date on which Service(s) are disconnected, you will return all XFINITY Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted. Otherwise, you will be charged the amount set forth in the current pricing lists for such XFINITY Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of XFINITY Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the XFINITY Equipment. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove all XFINITY Equipment and other material provided by Comcast.

- **For Prince Georges County, Maryland Customers.** Within five (5) business days of the date on which Service(s) are disconnected, you will return all XFINITY Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted or make arrangements for Comcast to recover the XFINITY Equipment. Otherwise, you will be charged the amount set forth in the current pricing lists for such XFINITY Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of XFINITY Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the XFINITY Equipment. Upon our request, you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove the XFINITY Equipment and other material provided by Comcast. We will conduct this removal at a time agreed on by you and us, and you will ensure that all XFINITY

Equipment is returned to Comcast.

- **For Montgomery County, Maryland XFINITY Internet Customers.** If you are mobility impaired, upon your request, we will arrange for the pickup or exchange of your cable modem at the Premises.

10. LIMITED WARRANTY

THE XFINITY EQUIPMENT AND THE SERVICE(S) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE XFINITY EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

11. LIMITATION OF COMCAST'S LIABILITY

- a. Application.** The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of Comcast and its underlying third-party service providers, agents, suppliers, distributors, licensors and business partners (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine.
- b. Customer Equipment.** CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, UPDATING, REPAIR, AND REMOVAL OF XFINITY EQUIPMENT, CUSTOMER EQUIPMENT AND/OR THE SERVICE(S). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY COMCAST, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.
 - **For XFINITY Internet and XFINITY Video Customers.** YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF XFINITY INTERNET OR VIDEO SERVICE(S). THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH XFINITY INTERNET OR VIDEO SERVICE(S) MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.
- c. Other Services or Equipment.** BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST COMCAST FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE XFINITY EQUIPMENT OR THE SERVICE(S) AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICE(S) IN

ACCORDANCE WITH SECTION 9.

- d. Software.** When you use certain features of the Service(s), such as online features (where available), you may require special software, applications, and/or access to the Internet. Comcast makes no representation or warranty that any software or application installed on Customer Equipment, downloaded to Customer Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Service(s) if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.
- In addition, as part of the installation process for the software and other components of the Service(s), system files on your Customer Equipment may be modified. Comcast does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. Comcast does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including, but not limited to, your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.
- e. Disruption of Services.** The Service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Service(s), directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service(s). In all other cases of an interruption of the Service(s), you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Service(s) interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service(s) interruption and excludes all nonrecurring charges, one-time charges, per call or measured

Case 3:14-cv-05333-JSC Document 1 Filed 12/04/14 Page 36 of 73
charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S).** Any credits provided by Comcast are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Comcast.

- **For Connecticut XFINITY Video Customers.** In the event of an interruption of XFINITY Video of more than twenty four (24) consecutive hours and of which Comcast has received actual notice, a credit will be issued to your XFINITY Video monthly service charges for the length of time XFINITY Video was interrupted.
- **For Maine XFINITY Video Customers.** In the event your XFINITY Video services are interrupted for more than six (6) consecutive hours in a thirty (30) day period, you may request a pro-rate credit or refund by calling 1-800-XFINITY.
- **For New York XFINITY Video Customers.** In the event of an interruption of XFINITY Video for at least four (4) hours between 6:00 p.m. and 12:00 a.m., except for emergency notice events, a credit equal to one day will be issued to your XFINITY Video monthly service charges. If your XFINITY Video is interrupted for less than four (4) hours or outside of the hours of 6:00 p.m. and 12:00 a.m., please call 1-800-XFINITY to request a credit.
- **For Vermont XFINITY Video Customers.** In the event of an interruption of XFINITY Video for more than twenty-four (24) consecutive hours and of which Comcast has received actual notice, Comcast will issue a credit to your XFINITY Video monthly service charges for the total period of the interruption in an amount proportionate to your regular monthly service charge. If Comcast has not been made aware of the interruption, you must call 1-800-XFINITY to request a credit.
- **For Montgomery County, Maryland.**
 - **XFINITY Video Customers.** Under its franchise with Montgomery County, Maryland, Comcast has the following rebate policy: In the event of a XFINITY Video Service interruption (loss of picture or sound of one or more channels to any customer) Comcast shall repair the XFINITY Video Service interruption as soon as possible. This obligation is satisfied if Comcast offers you the next available repair appointment within the 24-hour period following the XFINITY Video Service interruption, or at your request, to a mutually convenient later time for the repair call, and successfully repairs the XFINITY Video Service interruption during the agreed upon appointment. If the Service interruption is not repaired at the time of the scheduled appointment, you will receive a credit of 10% of your normal monthly bill for XFINITY Video for each 24-hour period, or segment thereof, that the Service interruption continues beyond the scheduled repair call. You may contact Comcast at (301) 424-4400.
 - **XFINITY Internet Customers.** Under its franchise with Montgomery County, Maryland, Comcast has the following rebate policy: In the event of a Service interruption of XFINITY Internet (loss of cable modem service) Comcast shall repair the XFINITY Internet Service interruption as soon as possible. This obligation is satisfied if Comcast offers you the next available repair appointment within the 24-hour period following the XFINITY Internet Service interruption, or at your request, to a mutually convenient later time for the repair call, and successfully repairs the XFINITY Internet Service interruption during the agreed upon appointment. If the XFINITY Internet Service interruption is not repaired at the time of the scheduled appointment, you will receive a prorated credit for each 24-hour period, or segment thereof, that the XFINITY Internet Service interruption continues beyond the scheduled repair call. You may contact Comcast at (301) 424-4400.
- **For Prince Georges County, Maryland Customers.** In the event of a XFINITY Video Service interruption (loss of picture or sound of one or more channel to any customer) lasting between two (2) and six (6) hours, you shall be entitled upon request, to a pro-rata credit for such XFINITY Video Service interruption. In the event of a XFINITY Video Service interruption lasting between six (6) and twenty-four (24) consecutive hours,

you shall be entitled to a pro-rata credit equal to one day of your monthly XFINITY Video Service charge.

- **For New Jersey Customers.** Comcast will issue credit for XFINITY Video Service outages or service interruptions in accordance with N.J.A.C. 14:18-3.5.
 - **For XFINITY Voice Customers.** You understand and acknowledge that you will not be able to use XFINITY Voice under certain circumstances, including, but not limited to, the following: (1) if our network or facilities are not operating or (2) if normal electrical power to the voice-capable modem is interrupted and the voice-capable modem does not have a functioning battery backup. You also understand and acknowledge that the performance of a battery backup is not guaranteed. If the battery backup does not provide power, XFINITY Voice will not function until normal power is restored. You also understand and acknowledge that Comcast does not support priority restoration of XFINITY Voice. You also understand and acknowledge that you will not be able to use online features of XFINITY Voice (where available), under certain circumstances including, but not limited to, the interruption of your Internet connection.
- f. Directory Listings.** IF WE MAKE AVAILABLE AN OPTION TO LIST YOUR NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY (WHETHER IN PRINT OR ONLINE) OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (1) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (2) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (3) THE PUBLISHED OR LISTED INFORMATION FOR YOUR ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. YOU SHALL HOLD HARMLESS COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE.
- g. Third Parties.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Service(s), including without limitation, their services, equipment, infrastructure, or content. Comcast is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components of the Service(s). Comcast shall not be bound by any undertaking, representation or warranty made by an agent, or employee of Comcast or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Service(s), if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers [whether or not accessible directly from the Service(s)]. Comcast is not responsible for any services, equipment, infrastructure, and content that are not provided by us [even if they are components of the Service(s)], and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Service(s).
- h. Damages.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO,

TRESPASS, CONVERSION, TORT OR CONTRACT) HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS:

- (1) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE XFINITY EQUIPMENT OR THE SERVICE(S); (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE SERVICE(S) (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE(S), THE XFINITY EQUIPMENT, OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL, OR OTHER INFORMATION OR DATA); (c) THE USE OF XFINITY EQUIPMENT OR CUSTOMER EQUIPMENT TO PROVIDE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM OTHERS ACCESSING CUSTOMER EQUIPMENT, COMCAST'S NETWORK, OR THE CONTENTS OF YOUR TRANSMISSIONS MADE THROUGH THE SERVICE(S), OR YOUR USE OF FILE SHARING, PRINT SHARING, OR OTHER CAPABILITIES THAT ALLOW OTHERS TO GAIN ACCESS TO YOUR COMPUTER NETWORK. OR
 - (2) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE XFINITY EQUIPMENT OR THE SERVICE(S) BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- i. **Customer's Sole Remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.
 - j. **Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

12. INDEMNIFICATION AND LIABILITY OF CUSTOMER

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S) OR XFINITY EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM; AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

13. BINDING ARBITRATION

- a. Purpose.** If you have a Dispute (as defined below) with Comcast that cannot be resolved through an informal dispute resolution with Comcast, you or Comcast may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.
- b. Definitions.** The term "Dispute" means any dispute, claim, or controversy between you and Comcast regarding any aspect of your relationship with Comcast, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Comcast" means Comcast and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.
- c. Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY VISITING WWW.COMCAST.COM/ARBITRATIONOPTOUT, OR BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE YOUR NAME, ADDRESS AND COMCAST ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICE(S) TO YOU BY COMCAST. IF YOU HAVE PREVIOUSLY NOTIFIED COMCAST OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.
- d. Initiation of Arbitration Proceeding/Selection of Arbitrator.** If you or Comcast elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association "AAA."
- e. Arbitration Procedures.** Because the Service(s) provided to you by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from Comcast may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.
- If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.
- A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.
- The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.
- If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written

notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

f. Restrictions:

1. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH YOU MUST CONTACT COMCAST WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.
2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

g. Location of Arbitration. The arbitration will take place at a location convenient to you in the area where you receive the service from us.

h. Payment of Arbitration Fees and Costs. COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, YOU SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

i. Severability. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

j. Exclusions from Arbitration. YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9);

k. Continuation. This Arbitration Provision shall survive the termination of your Service(s) with Comcast.

- **For New York XFINITY Video Customers.** You may elect to resolve a Dispute through the New York Public Service Commission in accordance with NYCRR 16§890.709(a) and NYCRR 16§709(c).

14. CUSTOMER PRIVACY NOTICE AND SECURITY

- a. Comcast will provide you with a copy of our customer privacy notice at the time we enter into an agreement to provide any Service(s) to you, and annually afterwards, or as otherwise permitted by law. You can view the most current version of our privacy notice by going to www.comcast.com/customerprivacy.
- b. To the extent Comcast is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is Comcast's information security policy to provide such notice to you in the manner set forth in Section 16.

15. GENERAL

- a. **Entire Agreement.** This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and Comcast with respect to the subject matter of this Agreement, and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Comcast does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and Comcast nor trade practice shall act to modify any provision of this Agreement.
- b. **Additional Representations and Warranties.** In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:
 - i. **Age:** You are at least 18 years of age.
 - ii. **Customer Information:** During the term of this Agreement, you have provided and will provide to Comcast information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information is a breach of this Agreement.
- c. **Information Provided to Third Parties.** Comcast is not responsible for any information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Service(s). In addition you are responsible for controlling access to any XFINITY Equipment and any other device you use to access the Services ("Connected Device"). You assume all privacy, security, and other risks associated with providing any individual with access to a Connected Device or providing any information, including CPNI or personally identifiable information, to third parties via the Service(s). For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.
- d. **Protection of Comcast's Information and Marks.** The Service(s), XFINITY Equipment and related documents are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Comcast and its affiliates are and shall remain the exclusive property of Comcast. Nothing in this Agreement shall grant you the right or license to use any of the marks.

- Case 3:14-cv-05333-JSC Document 1 Filed 12/04/14 Page 42 of 73
- e. **Export Laws.** You expressly agree to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Service(s) in any way that violates any provision of such laws or their implementing regulations.
 - f. **Retention of Rights.** Nothing contained in this Agreement shall be construed to limit Comcast's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Comcast and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on Comcast's or its suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail, IP and Web space addresses, and voice mail. In the event you cancel XFINITY Voice without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

16. NOTICE METHOD FOR CHANGES TO THIS AGREEMENT

We will provide you notice of changes to this Agreement consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by e-mail, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive the Service(s) after the change, we will consider this your acceptance of the change.

- **For XFINITY Internet and XFINITY Voice Customers.** Comcast may deliver any required or desired notice to you in any of the following ways, as determined in our sole discretion: (1) by posting it on www.comcast.net, www.comcast.com or another website about which you have been notified, (2) by sending notice via first class U.S. postal mail or overnight mail to your Premises; (3) by sending notice to the e-mail address on Comcast's account records, or (4) by hand delivery. You agree that any one of the foregoing will constitute sufficient notice and you waive any claims that these forms of notice are insufficient or ineffective. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree to regularly check your postal mail, e-mail and all postings at www.comcast.net, www.comcast.com or on another website about which you have been notified or you bear the risk of failing to do so.

17. IMPORTANT INFORMATION

If you are unable to get a problem resolved to your satisfaction at your local Comcast office, you may write to the Comcast Corporate Offices at 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-2838 with concerns and complaints.

- **Massachusetts Customers:** In addition if you are unsatisfied with our handling of your complaint, you may contact your local franchise authority: the Consumer Division of the Department of Telecommunications and Cable (DTC) toll free at 1-800-392-6066 or you may write to them at Two South Station, Boston, MA 02110.
- **Connecticut Customers:** If you experience a problem with your Service(s), please contact us first and give us an opportunity to resolve your problem. If the matter is not resolved to your satisfaction please contact the Connecticut Department of Utility Control at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut) or TDD 1-860-827-2837.
- **New York Customers:** If you experience a problem with your Service(s), please contact us first and give us an opportunity to resolve your problem. If your concerns have not been resolved contact your local government, or call the **New York State Public Service Commission (PSC) at 1-800-342-3377**, or write to: **Customer Service Representative, New York State Public Service Commission, Office of Customer Services**, Three Empire State Plaza, Albany, New York 12223-1350.
- **New Hampshire and Maine Customers:** The Office of the Attorney General Consumer Protection and Antitrust Bureau has the authority to enforce Consumer Protection Laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair or deceptive practices of the cable company to:

Maine — Office of the Attorney General, Department of Consumer Fraud and Antitrust,
State House Station #6, Augusta, ME 04333

New Hampshire — Office of the Attorney General, Department of Consumer Fraud and
Antitrust, 25 Capital Street, Concord, NH 03301

- **Vermont Customers:** The Vermont Department of Public Service can provide assistance in the resolution of consumer complaints. Customers should file complaints with the Customer Hotline at 1-800-622-4496.

ADDITIONAL PROVISIONS APPLICABLE TO XFINITY INTERNET SERVICE

In addition to the provisions above that are applicable to XFINITY Video, XFINITY Internet and XFINITY Voice, the following are specifically applicable to XFINITY Internet Customers.

1. INTELLECTUAL PROPERTY RIGHTS

- a. Ownership of Addresses.** You acknowledge that use of XFINITY Internet does not give you any ownership or other rights in any Internet/on-line addresses provided to you, including, but not limited to, Internet Protocol ("IP") addresses, e-mail addresses, and Web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes. Upon termination of an XFINITY Internet account, we reserve the right permanently to delete or remove any or all addresses associated with the account.
- b. Authorization.** Comcast does not claim any ownership of any material that you publish, transmit or distribute using XFINITY Internet. By using XFINITY Internet to publish, transmit, or distribute material or content, you (1) warrant that the material or content complies with the provisions of this Agreement, (2) consent to and authorize Comcast, its agents, suppliers, and affiliates to reproduce, publish, distribute, and display the content worldwide and (3) warrant that you have the right to provide this authorization. You acknowledge that material posted or transmitted using XFINITY Internet may be copied, republished or distributed by third parties, and you agree to indemnify, defend, and hold harmless Comcast, its agents, suppliers, and affiliates for any harm resulting from these actions.
- c. Copyright.** Title and intellectual property rights to XFINITY Internet are owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. You may not copy, redistribute, resell, or publish any part of XFINITY Internet without any required express prior written consent from Comcast or other owner of such material.
- d. Material Downloaded Through XFINITY Internet.** In addition to any content that may be provided by us, you may access material through XFINITY Internet that is not owned by Comcast. Specific terms and conditions may apply to your use of any content or material made available through XFINITY Internet that is not owned by Comcast. You should read those terms and conditions to learn how they apply to you and your use of any non-Comcast content.

2. ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY FOR XFINITY INTERNET

- a. Responsibility for Content.** You acknowledge that there is some content and material on the Internet or otherwise available through XFINITY Internet that may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations, or may violate your protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet.

We make no representation or warranty regarding the effectiveness of such programs.

- b. Eavesdropping.** The public Internet is used by numerous persons or entities including, without limitation, other subscribers to XFINITY Internet. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to “eavesdropping.” This means that other persons or entities may be able to access and/or monitor your use of XFINITY Internet. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of these programs.
- c. FTP/HTTP Service Setup.** You acknowledge that when using XFINITY Internet there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) that may be used by other persons or entities to gain access to your Customer Equipment. You are solely responsible for the security of your Customer Equipment or any other equipment you choose to use in connection with the Service(s), including without limitation any data stored on such equipment. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF, OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO YOUR CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS.
- d. Facilities Allocation.** Comcast reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support XFINITY Internet, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with XFINITY Internet.
 - i. The Terms and Conditions of Sale for Products for XFINITY Internet Customers is available at www.comcast.com/termservice/termHSL.html.

3. WIRELESS INTERNET ACCESS THROUGH XFINITY WIFI

If you subscribe to the XFINITY Performance Internet service or above you may also access the Internet and use XFINITY Internet wirelessly (“XFINITY WiFi”) through our access points, HHS and access points of affiliated companies providing wireless Internet access at no additional charge by using your XFINITY user ID and password to log in. If you use an XFINITY WiFi access point owned or operated by Comcast to access XFINITY Internet, including an HHS your use will be subject to the terms of this Agreement, the XFINITY WiFi terms of service and our acceptable use policies. If you use an access point owned or operated by one of our affiliated companies to access the Internet, you may be subject to the terms and conditions and acceptable use policies of our affiliate as well. If you subscribe to XFINITY Internet at a level below XFINITY Performance Internet service, XFINITY WiFi may be made available to you on a trial, sponsored or pay per use basis subject to different terms. Your use of XFINITY WiFi indicates your acceptance of the applicable terms. If you do not accept the applicable terms, you should not use XFINITY WiFi Service. XFINITY WiFi is not available in all locations and availability is subject to change without notice.

ADDITIONAL PROVISIONS APPLICABLE TO XFINITY VOICE SERVICE

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to XFINITY Voice Customers.

1. SPECIAL NOTICE FOR COMCAST DIGITAL VOICE SUBSCRIBERS: LIMITATIONS OF XFINITY VOICE SERVICE

- a. Limitations.** XFINITY Voice includes 911/Enhanced 911 functionality (“911/E911”) that may differ from the 911/E911 functionality furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU

ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS ABOUT 911/E911, CALL 1-800-XFINITY.

- i. **Correct Address:** In order for your 911/E911 calls to be properly directed to emergency services, Comcast must have your correct Premises address. If you move XFINITY Voice to a different address without Comcast's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or XFINITY Voice (including 911/E911) may fail altogether. Therefore, you must call 1-800-XFINITY before you move XFINITY Voice to a new address. Comcast will need several business days to update your Premises address in the E911 system so that your 911/E911 calls can be properly directed. All changes in service address require Comcast's prior approval.
- ii. **Service Interruptions:** XFINITY Voice uses the electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if a battery backup in the associated voice-capable modem is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- iii. **Suspension and Termination by Comcast:** You understand and acknowledge that all XFINITY Voice, including 911/E911, as well as all online features of XFINITY Voice, where we make these features available, will be disabled if your account is suspended or terminated.
- iv. **Telephone Number Assignments:** The telephone numbers utilized for XFINITY Voice are assigned in accordance with applicable federal and state numbering rules. Therefore, XFINITY Voice cannot accommodate the assignment of a telephone number outside of the telephone rate center to which that number is appropriately assigned.
- b. **Limitation of Liability and Indemnification.** YOU ACKNOWLEDGE AND AGREE THAT COMCAST WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE(S), AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE(S) RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE(S), INCLUDING THOSE RELATED TO 911/E911.

2. ADDITIONAL XFINITY VOICE-SPECIFIC PROVISIONS REGARDING CUSTOMER EQUIPMENT

- a. **Incompatible Equipment and Services.** You acknowledge and understand that XFINITY Voice may not support or be compatible with:
 - i. Non-Recommended Configurations as defined in Section 6(b) [including, but not limited to, voice-capable modems not currently certified by Comcast as compatible with the Service(s)];
 - ii. Certain non-voice communications equipment, including certain makes or models of alarm and home security systems, certain medical monitoring devices, personal emergency alert, and home detention devices, certain fax machines, and certain "dial-up" modems;
 - iii. Rotary-dial phone handsets, and certain makes and models of other voice-related communications equipment including key systems, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
 - iv. Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
 - v. 311, 511, or other N11 calling (other than 411, 611, 711, and 911); and
 - vi. Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling); and
 - vii. Certain service codes such as automatic callback and automatic recall (e.g., *66, *69) due to compatibility limitations with other carrier signal functions.

3. VOICE-CAPABLE MODEM BACKUP BATTERY

If the voice-capable modem is equipped with a backup battery, such battery is used to provide service during a power outage to your home where power to Comcast's network remains available. The length of time that XFINITY Voice will be available during a power outage will depend on the following: (i) the backup battery remains properly installed in the voice-capable modem; (ii) the condition and age of the backup battery; and (iii) the amount of XFINITY Voice usage when the voice-capable modem is utilizing power from the backup battery. You understand and acknowledge that: (i) the performance of the backup battery is not guaranteed; and (ii) you will not be able to use XFINITY Voice if electrical power to the voice-capable modem is interrupted and the voice-capable modem does not have a functioning backup battery. A voice-capable modem backup battery does not power cordless phones or other equipment connected to the telephone line that require electricity from your Premises, such as telecommunications devices used to assist customers with disabilities.

4. TRANSFER OF YOUR PHONE NUMBER(S)

For information about switching to another provider from XFINITY Voice and the assignment of telephone numbers related to XFINITY Voice Service please call 1-800-XFINITY.

5. CUSTOMER INFORMATION

Comcast and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other information that is stored on Comcast's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

6. INTEGRATED SERVICES

Use of XFINITY Voice's integrated services provided through online portals such as applicable communications center or voice center are governed by the GENERAL TERMS AND CONDITIONS of this Agreement.

7. ADDITIONAL TERMS OF SERVICE

To view additional terms of service applicable to XFINITY Voice in Maine, please go to <http://www.comcast.com/tariffs>.

EXHIBIT B

FOR CABLE VIDEO, HIGH-SPEED INTERNET, PHONE AND HOME SECURITY SERVICES

Why is Comcast providing this notice to me?

As a subscriber to cable service or other services provided by Comcast, you are entitled under Section 631 of the federal Cable Communications Policy Act of 1984, as amended, (the "Cable Act") to know the following:

- the limitations imposed by the Cable Act upon cable operators in the collection and disclosure of personally identifiable information about subscribers;
- the nature of personally identifiable information we collect;
- the nature of the use of personally identifiable information;
- under what conditions and circumstances we may disclose personally identifiable information and to whom;
- the period during which we maintain personally identifiable information;
- the times and places at which you may have access to your personally identifiable information; and
- your rights under the Cable Act concerning personally identifiable information and its collection and disclosure.

Personally identifiable information is information that identifies a particular person; it does not include de-identified, anonymous, or aggregate data that does not identify a particular person or persons. This notice is also provided to you in accordance with applicable California law, which only applies to our customers located in California who are served by a cable television corporation. In addition, Section 222 of the Communications Act of 1934, as amended, (the "Communications Act") and the FCC's rules (47 C.F.R. § 64.2001 – 64.2011) provide additional privacy protections for certain information related to our phone services:

- information about the quantity, technical configuration, type, destination, location, and amount of your use of the phone services; and
- information contained on your telephone bill concerning the type of phone services and features you receive.

That phone information is known as customer proprietary network information or CPNI for short. This notice, which includes our CPNI Policy, describes what CPNI information we obtain, how we protect it, and how it may be used. If you are a customer of our phone services, you have the right, and Comcast has a duty, under the Communications Act and applicable state law, to protect the confidentiality of CPNI. We explain below under **"HOW DO I GIVE OR WITHHOLD MY APPROVAL FOR COMCAST TO USE CPNI TO MARKET ADDITIONAL PRODUCTS AND SERVICES TO ME?"** how you can approve our use of CPNI or withdraw your approval?

Special Note: Our CPNI Policy applies to the voice communications-related services provided by the applicable Comcast operating company that delivers voice services to our customers.

In this notice, the terms "Comcast," "we," "us," or "our" refer to the operating company subsidiary or subsidiaries of Comcast Corporation that (i) owns and/or operates the cable television system in your area pursuant to a cable television franchise with the local franchising authority, or (ii) is the operating company that delivers voice services in your area. The term "you" refers to you as a subscriber to one or more of our cable service and other services.

I. Collection

What kind of information does this notice apply to?

The Cable Act applies to personally identifiable information that you have furnished to Comcast, or that Comcast has collected using the cable system, in connection with the provision of cable service or other services. The Communications Act applies to CPNI related to our regulated phone services, and certain orders of the Federal Communications Commission apply the CPNI rules to our interconnected voice over Internet protocol communications services.

Special Note: This notice only applies to our cable video service, our high-speed Internet service, our phone and communications services, and our home security service. It applies to you as a subscriber to one or more of these services as provided for by applicable law and except as otherwise noted. It does not cover information that may be collected through any other products,

services, or websites, even if you access them through our cable services and even if they are co-branded with Comcast brands or the brands or logos of our affiliated companies. You should read the privacy policies for these other products, services, and websites to learn how they handle your personal information. You can read the privacy policy for Comcast's web services at <http://xfinity.comcast.net/privacy/>.

For what purposes may Comcast collect personally identifiable information and CPNI?

The Cable Act authorizes Comcast as a cable operator to use the cable system to collect personally identifiable information concerning any subscriber for the following purposes:

- to obtain information necessary to render our cable service or other services to our subscribers; and
- to detect unauthorized reception of cable communications.

The Cable Act prohibits us from using the cable system to collect personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent.

The Communications Act authorizes us to use, disclose, or permit access to individually identifiable CPNI in our provision of:

- the telecommunications services from which this information is derived; or
- services necessary to, or used in, the provision of these services, including the publishing of directories.

The Communications Act prohibits us from using CPNI for any purposes other than those listed above except as permitted or required by law or with your approval.

What kind of personally identifiable information and CPNI does Comcast collect?

Comcast collects information from you at several different points when you request, turn on, and use our services under an account we create for you. Some of this information is personally identifiable information, but much of it is not. We collect certain personally identifiable information that our subscribers furnish to us in connection with the provision of cable service or other services. In order to provide reliable, high quality service to you, we keep regular business records containing information about you that may constitute personally identifiable information. These account records include some, but typically not all, of the following information:

- your name;
- service address;
- billing address;
- e-mail address;
- telephone number;
- driver's license number;
- social security number;
- bank account number; and
- credit card number.

With respect to phone services, examples of CPNI include information typically available from telephone-related details on your monthly bill:

- location of service;
- technical configuration of service;
- type of service;
- quantity of service;
- amount of use of service; and
- calling patterns.

CPNI does not include your name, address, and telephone number because the Communications Act classifies that information as "subscriber list information" which is not subject to the CPNI protections. However, that information is also subject to certain protections as described below under "To whom may Comcast disclose personally identifiable information?"

We also collect and maintain certain other information about your account. For example, this information may include:

- your account number;
- billing, payment, and deposit history;
- additional service information;

- customer correspondence and communications records;
- maintenance and complaint information;
- the device identifiers and network addresses of equipment used with your account;
- records indicating the number of television sets, set-top boxes, modems, telephones, home security and automation devices, or other devices connected to our cable system; and
- additional information about the service options you have chosen.

Some of our services permit you to establish secondary accounts, and if you do so we collect similar information in order to establish and service the secondary accounts. During the initial provisioning of our services, and during any subsequent changes or updates to our services, Comcast may collect technical information about your televisions, any set-top boxes, computer hardware and software, cable modems, telephones, other cable or other service-related devices, home security and automation devices, and customization settings and preferences. Additionally, if you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable services as well as your landlord's name and address.

What kind of information does Comcast collect if I use cable video services?

When you use cable video services, our cable system automatically generates information about your use of the services and their features, and we collect much of this information as part of providing services to you. For example, we receive information about the use of set-top boxes, remote controls, electronic program guides, video players, applications, and other devices and software connected to our cable system. This information includes which channels, programs, and advertisements are viewed and for how long, for example. It may also include information about navigation through program guides and applications, and use of devices like remote controls and tablets. Except as described below, we collect this activity data without names and addresses or other personally identifiable information and we consider it de-identified data.

Our system may collect activity data with personally identifiable information for particular requests or transactions like when you order a pay-per-view program or purchase a product. This information typically consists of account and billing-related information such as the programs or other products, services, or features ordered so that you may be properly billed for them. Follow your program guide commands or any special instructions on your screen when you make these transactional requests. These commands and instructions will explain your choices so that you can complete or cancel your requests as you wish.

What kind of information does Comcast collect and use to improve your cable services and deliver relevant advertising?

Comcast's cable system, set-top boxes, and other equipment generate activity data that we collect and store. We use this information for a number of purposes including to determine which programs are most popular, how many people watch a program to its conclusion, and whether people are watching commercials. As described below under "How does Comcast use personally identifiable information and CPNI?," we may also provide information like subscriber lists or certain de-identified, anonymous, and/or aggregate information (such as activity data) to third parties working on our behalf – such as audience measurement or market research firms. We, or these firms, working as our service providers, may combine this information with aggregated or non-aggregated demographic information (such as census records) and other audience attributes, such as purchasing data, demonstrated interests (for example, in sports programs or movies), loyalty programs, organizational affiliations, advertiser customer lists, and the like to provide us with audience analysis data. We require third parties working on our behalf to treat all information we provide as confidential and to use it only for Comcast's business purposes. We may also work with academic or research interest groups to analyze de-identified, anonymous, and/or aggregate information we provide to them for specific purposes or projects.

We use this information and analysis to improve our cable video service and other services and make programming and advertising more relevant to our subscribers. We may also use this information to distribute and deliver relevant programming and advertising to you without disclosing personally identifiable information about you to programmers or advertisers. In addition to this privacy notice, we may provide additional notices to you regarding specific advertising or other initiatives. These notices will describe the initiatives in greater detail and may, as appropriate, contain information you can use to choose to participate, or not participate, in these initiatives.

II. Use

How does Comcast use personally identifiable information and CPNI?

We collect, maintain, and use personally identifiable information and CPNI as permitted by the Cable Act and the Communications Act and other applicable laws. We use this information primarily to conduct business activities related to providing you with our cable service and other services, and to help us detect theft of service. Generally speaking, we use personally identifiable information in connection with:

- billing and invoicing;
- administration;
- surveys;
- collection of fees and charges;
- marketing;
- service delivery and customization;
- maintenance and operations;
- technical support;
- hardware and software upgrades; and
- fraud prevention.

More specifically, we also use personally identifiable information to:

- install, configure, operate, provide, support, and maintain our cable service and other services;
- confirm you are receiving the level(s) of service requested and are properly billed;
- identify you when changes are made to your account or services;
- make you aware of new content, products, or services that may be of interest to you;
- understand the use of, and identify improvements to, our services;
- detect unauthorized reception, use, or abuse of our services;
- determine whether there are violations of any applicable policies and terms of service;
- manage the network supporting our services;
- configure and update cable service and other service-related devices and software; and
- comply with law.

The Communications Act further permits Comcast to use, disclose, and permit access to CPNI obtained from our customers, either directly or indirectly, to:

- initiate, render, bill, and collect for telecommunications services;
- protect our rights and property, and protect our users of these services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, these services;
- provide any inbound telemarketing, referral, or administrative services to you for the duration of the call, if you initiated the call and you approve of the use of this information to provide these services; and
- to provide call location information concerning the user of a commercial mobile phone service.

Comcast may not use CPNI to market products and services to you other than enhancements to services you already have without your approval in accordance with our policies described below. Comcast transmits, and may collect and store for a period of time, personally identifiable and non-personally identifiable information about you when you use our high-speed Internet and phone services to:

- send and receive e-mail, video mail, and instant messages;
- transfer and share files;
- make files accessible;
- visit websites;
- place or receive calls;
- leave and receive voice mail messages;
- use the applicable communications center or voice center;
- establish custom settings or preferences;
- communicate with us for support; or
- otherwise use the services and their features.

Comcast transmits, collects, and stores comparable information when you use our home security service. Our transmission, collection, and storage of this information are necessary to render the

services. In certain situations, third-party service providers may transmit, collect, and store this information on our behalf to provide features of our services. These third parties are not permitted to use your personally identifiable information except for the purpose of providing these features.

How does Comcast use activity data and other data in connection with cable video service?

We associate activity data with particular devices such as set-top boxes, portable devices, and other supported devices so that we know where to deliver the services and how to troubleshoot them. In general, Comcast uses de-identified and aggregate activity information to understand better how our customers use our products and services so that we can improve them, including by delivering more relevant content and advertising. We may try to determine how well our products and services deliver value to our customers, for example, by determining which programs are most popular, how many people watch a program to its conclusion, and whether and how often people are watching commercials. As discussed below, we may also combine activity data with other non-personally identifying demographic and similar information from our business records.

When we collect activity data, we may also use it to determine how many people view commercials (impressions) and to provide de-identified or aggregate reports to third-party advertisers. When we do this reporting on advertising impressions we do not provide any personally identifiable information about our subscribers to third-party advertisers.

We may also use activity data to help us learn how popular certain programs are and how our customers as a whole generally prefer to view certain kinds of programming using cable video service (such as whether they like to watch certain programs live, or they prefer to view them when we offer them on demand, on mobile devices, or online). As described below, this may require us to compare or combine activity data on our cable system with online activity data. We may also use activity data to determine whether promoting content and services in certain ways helps attract a larger audience and more customers. While we may provide aggregate reports on these observations to programmers or others, we do not provide any personally identifiable information about our subscribers, or the activities of individual subscribers, to those programmers and others. We may also use, or combine information about, your use of our cable services with other information we obtain from our business records (such as your Comcast account number or device identifiers), or from third parties, to deliver better and more relevant products, services and advertising. However, we do not store or use your activity data in association with your name or address, except as necessary to render or bill for our services. We may try to determine, using aggregated data, which groups of our customers use which of our products and services and how they use them. To do this we, or third parties working on our behalf, may combine demographic and other generally available information, or advertiser information, including purchasing data and membership in loyalty programs, with our subscriber lists. From this information, we or our third party providers prepare de-identified and aggregated reports about how groups of customers with common characteristics – such as age and gender, or a demonstrated interest in a particular third party product – use our services and respond to the programming and advertising that we distribute. We may use this information to improve and communicate with you about our own products and services, and also to help us deliver relevant information and advertising on behalf of other companies and advertisers to certain subscriber groups – known as ad groups – who may be most interested in this information and advertising. When we do this, we do not share your personally identifiable information with these advertisers, unless you provide your express consent. We may also combine personally identifiable information, which we collect as described in this notice as part of our regular business records, with personally identifiable information obtained from third parties for the purpose of creating an enhanced database or business records. We may use this database and these business records in marketing and other activities related to our cable service and other services. We also maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews, questionnaires, and surveys or panels.

How does Comcast use information about use of cable video services on other platforms like websites or mobile applications?

We may compare or combine information such as activity data we receive when you use cable video services to view content or advertising with information about your use of content and advertising

that we deliver on other platforms, such as on our Xfinity websites and mobile applications. We may also compare or combine this information or data with that generated by your viewing of advertising placed or sold by Comcast on other websites and mobile applications. We do this to better understand, among other things, how our customers access and use our products and services in all of the places that we offer them.

III. Disclosure

Under what circumstances may Comcast disclose personally identifiable information to others?

Comcast considers the personally identifiable information contained in our business records to be confidential. The Cable Act authorizes Comcast as a cable operator to disclose personally identifiable information concerning any subscriber if the disclosure is:

- necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to the subscriber;
- required by law or legal process (described below under “When is Comcast required by law to disclose personally identifiable information and CPNI by law?”); or
- of the names and addresses of subscribers for “mailing list” or other purposes (subject to each subscriber’s right to prohibit or limit this disclosure and the CPNI Policy described below under “How do I place myself on Comcast’s ‘do not call’ and ‘do not mail’ lists?”).

The Cable Act prohibits us as a cable operator from disclosing personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber’s prior written or electronic consent.

To whom may Comcast disclose personally identifiable information?

We may disclose personally identifiable information as provided for in the Cable Act when it is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. These kinds of disclosures typically involve billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, incident verification and response, service notifications, and fraud prevention, for example. We may also collect, use, and disclose information about you in de-identified, anonymous, or aggregate formats, such as ratings surveys and service usage and other statistical reports, which do not personally identify you, your particular viewing habits, or the nature of any transaction you have made over the cable system. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities.

The Cable Act authorizes Comcast as a cable operator to disclose limited personally identifiable information to others, such as charities, marketing organizations, or other businesses, for cable or non-cable “mailing list” or other purposes. From time to time we may disclose your name and address for these purposes. However, you have the right to prohibit or limit this kind of disclosure by contacting us by telephone at 1-800-XFINITY or by sending us a written request as described below under “How do I contact Comcast?” Any “mailing list” and related disclosures that we may make are limited by the Cable Act to disclosures of subscriber names and addresses where the disclosures do not reveal, directly or indirectly, (i) the extent of any viewing or other use by the subscriber of a cable service or other service provided by us; or (ii) the nature of any transaction made by the subscriber over our cable system.

We may sometimes disclose personally identifiable information about you to our affiliates or to others who work for us. We may also disclose personally identifiable information about you to outside auditors, professional advisors, service providers and vendors, potential business merger, acquisition, or sale partners, and regulators. We make these disclosures as provided for in the Cable Act. Typically, we make these disclosures when the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. We may be required by law or legal process to disclose certain personally identifiable information about you to lawyers and parties in connection with litigation and to law enforcement personnel.

If we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, subscribers’ personally identifiable information will, in most instances, be one of the items transferred as part of the transaction. If this notice will be changed as a result of a transaction like

that, you should refer below under "Will Comcast notify me if it changes this notice?"

We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees, or property, in emergency situations, to enforce our rights under our terms of service and policies, in court or elsewhere, and as otherwise permitted by law.

When may Comcast disclose personal information to others in connection with phone service?

Comcast may disclose to others personally identifiable information in connection with features and services such as Caller ID, 911/E911, and directory services as follows:

- We may transmit your name and/or telephone number to be displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business or emergency numbers, 911, 900 numbers, or toll-free 800, 888, 877, 866, or 855 numbers.
- We may provide your name, address, and telephone number to public safety authorities and their vendors for inclusion in E911 databases and records, inclusion in "reverse 911" systems, or to troubleshoot 911/E911 record errors.
- We may publish and distribute, or cause to be published and distributed, telephone directories in print, on the Internet, and on disks. Those telephone directories may include subscriber names, addresses, and telephone numbers, without restriction to their use.
- We may also make subscriber names, addresses, and telephone numbers available, or cause such subscriber information to be made available, through directory assistance operators.
- We may provide subscribers' names, addresses, and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services.
- Once our subscribers' names, addresses, and telephone numbers appear in telephone directories or directory assistance, they may be sorted, packaged, repackaged and made available again in different formats by anyone.

We take reasonable precautions to ensure that non-published and unlisted numbers are not included in our telephone directories or directory assistance services, but we cannot guarantee that errors will never occur.

When is Comcast required to disclose personally identifiable information and CPNI by law?

We make every reasonable effort to protect subscriber privacy as described in this notice.

Nevertheless, we may be required by law to disclose personally identifiable information or individually identifiable CPNI about a subscriber. These disclosures may be made with or without the subscriber's consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant.

For subscribers to our cable video service, Comcast may be required as a cable operator to disclose personally identifiable information to a third-party or governmental entity in response to a court order. If the court order is sought by a non-governmental entity, we are required under the Cable Act to notify the subscriber of the court order. If the court order is sought by a governmental entity, the Cable Act requires that the cable subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At the proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case.

For subscribers to our high-speed Internet, phone, and home security services, Comcast may be required to disclose personally identifiable information and individually identifiable CPNI to a private third party in response to a court order, and, if so, we are required to notify the subscriber of the court order. Comcast may also be required to disclose personally identifiable information and individually identifiable CPNI about subscribers to high-speed Internet, phone, and home security services to a government entity in response to a subpoena, court order, or search warrant, for example. We are usually prohibited from notifying the subscriber of any disclosure of personally identifiable information to a government entity by the terms of the subpoena, court order, or search warrant.

How does Comcast protect personally identifiable information?

We follow industry standard practices to take such actions as are necessary to prevent unauthorized access to personally identifiable information by a person other than the subscriber or us. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

How long does Comcast maintain personally identifiable information?

Comcast maintains personally identifiable information about you in our regular business records while you are a subscriber to our cable service or other services. We also maintain this information for a period of time after you are no longer a subscriber if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. These purposes typically include business, legal, or tax purposes. If these purposes no longer apply, we will destroy, de-identify, or anonymize the information according to our internal policies and procedures.

IV. Customer Access and Choice

How can I see my personally identifiable information or CPNI and correct it, if necessary?

You may examine and correct, if necessary, the personally identifiable information regarding you that is collected and maintained by Comcast in our regular business records. In most cases, the personally identifiable information contained in these records consists solely of billing and account information. We will correct our records if you make a reasonable showing that any of the personally identifiable information we have collected about you is inaccurate.

If you have Internet access, you can view and change certain information yourself by going to www.comcast.com/myaccount and signing in with your Comcast username and password to access the My Account feature. If you are a home security customer, you can go to the subscriber portal at www.xfinity.com/xhportal.

You may also examine the records containing your personally identifiable information at your local Comcast office upon reasonable prior notice to us and during our regular business hours. If you wish to examine these records, please contact us by mail or telephone at 1-800-XFINITY, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment. You will only be permitted to examine records that contain personally identifiable information about your account and no other account.

If you make an affirmative, written request for a copy of your CPNI, we will disclose the relevant information we have to you at your account address of record, or to any person authorized by you, if we reasonably believe the request is valid. However, subscribers to our phone services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we don't furnish in the ordinary course of business (for example, as part of a bill) or which are available only from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers appearing in, or omitted from, our or our vendors' directory lists until the next available publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers that are not owned by our subsidiaries or us.

Comcast reserves the right to charge you for the reasonable cost of retrieving and photocopying any documents that you request.

How do I manage or opt out of uses of information about my Comcast account?

You may opt out of receiving more relevant advanced advertising delivered with programs made available through our cable video service by going to <http://www.comcast.com/adservices>. Even if you opt out, you will still receive advertising and we will continue to send you Comcast marketing messages based on the way you use our products and services and the information we have collected about you.

How do I give or withhold my approval for Comcast to use CPNI to market additional products and services to me?

In addition to phone and voice services, various direct and indirect subsidiaries of Comcast Corporation offer many other communications-related services, such as high-speed Internet and home security services. From time to time we may like to use the CPNI information we have on file to provide you with information about our communications-related products and services or

special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to your specific needs. In addition, Comcast also offers various other services that are not related to the services to which you subscribe. Under the CPNI rules, some of those services, such as Comcast cable video services, are considered to be non-communications related products and services. Therefore, you may be asked during a telephone call with one of our representatives for your oral consent to Comcast's use of your CPNI for the purpose of providing you with an offer for communications related or non-communications related products and services. If you provide your oral consent for Comcast to do so, Comcast may use your CPNI only for the duration of that telephone call in order to offer you additional services.

If you deny or restrict your approval for us to use your CPNI, you will suffer no effect, now or in the future, on how we provide any services to which you subscribe. Any denial or restriction of your approval remains valid until your services are discontinued or you affirmatively revoke or limit such approval or denial.

How do I place myself on Comcast's "do not call" and "do not mail" lists?

You may contact Comcast at 1-800-XFINITY to ask us to put your name on our internal company "do not call" and "do not mail" lists so that you do not receive marketing or promotional telephone calls or postal mail from us or made at our request. You also have the right to prohibit or limit disclosure of your personally identifiable information for "mailing list" or other purposes as described above in this notice by contacting us at 1-800-XFINITY.

If you prefer to contact Comcast in writing instead of by telephone, you may send a written request to the address listed below under "How do I contact Comcast?" Be sure to include your name and address, your Comcast account number, and a daytime telephone number where you can be reached in the event we have any questions about your request. The person who is identified in our billing records as the subscriber should sign the written request. If you have a joint account, a request by one party will apply to the entire account. If you have multiple accounts, your notice must separately identify each account covered by the request.

What e-mail communications will Comcast send to me and how do I manage them?

We may send a welcome e-mail and sometimes other information to new subscribers to our cable service and other services (including each new secondary account holder, where applicable). We may also send service-related announcements to our subscribers from time to time. For example, we may send you an e-mail announcement about a pricing change, a change in operating policies, a service appointment, or new features of one or more of the cable service or other services you receive from us. You may not opt-out of these service-related communications. If you fail to check your primary e-mail address for service-related announcements, you may miss important information about our services, including legal notices, for example.

We reserve the right to send you promotional or commercial e-mail as permitted by applicable law. You can manage the promotional or commercial e-mails Comcast may send to you by following the instructions contained in the e-mails or by going to the Web page located at www.comcast.com/preferences and following the directions there. We may ask for additional information on this preferences page such as your zip code, for example. By providing this additional information to us we will be able to better inform you of the availability of special offers and promotions in your area. If you no longer wish to receive these e-mails you may opt-out of receiving them by going to the same page and changing your contact preferences.

What can I do if I think my privacy rights have been violated?

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act or other applicable laws, we encourage you to contact us directly as described below in "How do I contact Comcast?" in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well. This customer privacy notice neither supersedes nor modifies any arbitration agreement to which you may be bound relating to the provision of our cable video service, our high-speed Internet service, our phone and communications services, or our home security service to you as a subscriber to one or more of these services.

Will Comcast notify me if it changes this notice?

As required by the Cable Act, we will provide you with a copy of this customer privacy notice at the time we enter into an agreement to provide any cable service or other service to you, and annually afterwards, or as otherwise permitted by law. You can view the most current version of this notice by going to <http://www.comcast.com/Corporate/Customers/Policies/CustomerPrivacy.html>.

We may modify this notice at any time. We will notify you of any material changes through written, electronic, or other means and as otherwise permitted by law. If you find the changes to this notice unacceptable, you have the right to cancel your service. If you continue to use the service following notice of the changes, we will deem that to be your acceptance of and consent to the changes in the revised privacy notice. This includes your consent for any personally identifiable information that we may collect and use starting on the effective date of the revised notice, as well as for any personally identifiable information that we have collected prior to the effective date of the revised notice.

However, we will only deem your continued use of the service to be your acceptance of and consent to changes in the revised privacy notice for changes made after December 31, 2006.

How do I contact Comcast?

If you have any questions or suggestions regarding this privacy notice, or wish to contact us about your personal information, please reach us as follows:

Phone: 1-800-XFINITY

Website: <http://customer.comcast.com/contact-us>

Mail: Comcast Cable Communications, LLC
Attn: Law Department - Customer Privacy Notice
One Comcast Center
Philadelphia, PA 19103-2838

Revised and effective: August 1, 2014

EXHIBIT C

Acceptable Use Policy for XFINITY[®] Internet

Why is Comcast providing this Policy to me?

Comcast's goal is to provide its customers with the best residential cable Internet service possible. In order to help accomplish this, Comcast has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of the residential XFINITY Internet service, including Comcast-provided XFINITY WiFi Internet service (collectively, the "Service"). This Policy is in addition to any restrictions or conditions contained in the Comcast Agreement for Residential Services (the "Subscriber Agreement") available at <http://www.comcast.com/policies>. The Frequently Asked Questions ("FAQs") at <http://customer.comcast.com/help-and-support/internet/comcast-acceptable-use-policy/> explain how Comcast implements and applies many of the provisions contained in this Policy. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Subscriber Agreement.

All residential XFINITY Internet customers (the "customer," "user," "you," or "your") and all others who use the Service must comply with this Policy. Your failure, or others' failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify Comcast so that it can close your account.

Does this Policy apply to my use of XFINITY WiFi-identified services inside and outside of my premises and in public places?

This Policy applies to your use of the Service if you are a residential XFINITY Internet customer who accesses Comcast-provided, XFINITY WiFi-identified services inside or outside of your premises or in public places using an XFINITY Internet login and password. You can learn more about Comcast-provided XFINITY WiFi services by going to the portal at www.comcast.com/wifi/default.htm. In the event certain provisions of this Policy may not apply to all uses of XFINITY WiFi-identified services, we explain those exceptions in the FAQs at www.comcast.com/wifi/faqs.htm.

How will I know when Comcast changes this Policy and how do I report violations of it?

Comcast may revise this Policy from time to time by posting a new version on the web site at <http://xfinity.comcast.net/> or any successor URL(s) (the "XFINITY Web site"). Comcast will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the XFINITY Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the

Service should read any Comcast announcements they receive and regularly visit the XFINITY Web site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it, at <http://customer.comcast.com/help-and-support/account/ways-to-get-help/>. To report child exploitation or another child-related incident involving the Internet, go to <http://constantguard.comcast.net/dedicated-support/submitting-reports>.

I. Prohibited Uses and Activities

What uses and activities does Comcast prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the Comcast Equipment, either individually or in combination with one another, to:

Conduct and information restrictions

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as “spam;”
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;

- participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to Comcast or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or web site that you access or use;

Technical restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Comcast or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network

(“Premises

LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, web hosting, file sharing, and proxy

services and servers;

- use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the Comcast Equipment or Service or permit any other person to do the same who is not authorized by Comcast;

Network and usage restrictions

- use the Service for any purpose other than personal and non-commercial residential use (except for your individual use for telecommuting);
- use the Service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether or not for profit);
- restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or
- impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Comcast (or Comcast supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly, with the sole exception of your use of Comcast-provided WiFi service in accordance with its then-current terms and policies;
- connect the Comcast Equipment to any computer outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; or
- access and use the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not

configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

II. Customer Conduct and Features of the Service

What obligations do I have under this Policy?

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service (such as a friend, family member, or guest) with one exception: In cases where you permit others to access your Comcast-provided, XFINITY WiFi-identified Internet Service with their own login information, those users are responsible for complying with all then-current terms and policies that apply to their access. You can learn more about Comcast-provided WiFi access at www.comcast.com/wifi/default.htm.

Comcast recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by Comcast and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

In all cases, you are solely responsible for the security of any device you connect to the Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Comcast that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does Comcast address inappropriate content and transmissions?

Comcast reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to Comcast's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Comcast nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Features as defined below) made on the Service. However, Comcast and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Subscriber Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section I of this Policy. As described below in Section III of this Policy, Comcast uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer). Comcast's anti-spam approach is explained in the FAQs under the topic "What is Comcast doing about spam?" located at <http://customer.comcast.com/help-and-support/internet/reducing-spam-email/>.

Comcast is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Comcast is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at Comcast's sole discretion. If you cancel or terminate your Service account for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

If Comcast believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Comcast (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Comcast may at any time reserve any identifiers on the Service for its own purposes.

What requirements apply to instant, video, and audio messages?

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Comcast assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. If you cancel or terminate your Service account for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

What requirements apply to personal web pages and file storage?

As part of the Service, Comcast may provide access to personal web pages and storage space through personal web pages and online storage features (collectively, the "Personal Web Features"). You are solely responsible for any information that you or others publish or store on the Personal Web Features. You are also responsible for ensuring that all content made available through the Personal Web Features is appropriate for those who may have access to it. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Comcast reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this Policy. For purposes of this Policy, "material" refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Comcast may remove or block content contained on your Personal Web Features and terminate

your Personal Web Features and/or your use of the Service if we determine that you have violated the terms of this Policy.

III. Network Management

Why does Comcast manage its network?

Comcast manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Comcast works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Comcast tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to Comcast. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that Comcast does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, Comcast can deliver the best possible broadband Internet experience to all of its customers. Visit Comcast's Network Management page at <http://networkmanagement.comcast.net/> for more information.

How does Comcast manage its network?

Comcast uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that Comcast may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

IV. Data Consumption

What data consumption requirements apply to the Service?

Comcast is not currently applying a monthly data consumption threshold to XFINITY Internet accounts. If the company changes that approach, it will post a new version of this Policy as described above and make other appropriate notifications to customers. However, in certain locations Comcast is providing versions of the Service with different speed and data consumption thresholds, among other characteristics, subject to applicable Service plans. You can learn about the Service plans that apply in your area by going to <http://customer.comcast.com/help-and-support/internet/data-usage-what-are-the-different-plans-launching>. You can check your current data usage at any time by logging into your My Account page and viewing the data usage meter at <https://customer.comcast.com/Secure/UsageMeterDetail.aspx>.

V. Violation of this Acceptable Use Policy

What happens if you violate this Policy?

Comcast reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement, or if anyone else you permit to access the Service violates this Policy.

How does Comcast enforce this Policy?

Comcast does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with Section IV of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Comcast has no obligation to monitor the Service and/or the network. Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Comcast users.

Comcast prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Comcast also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Comcast's intervention. However, if the Service is used in a way that Comcast or its suppliers, in their sole discretion, believe violates this Policy, Comcast or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Comcast nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Comcast's exclusive remedies and Comcast may take any other legal or technical actions it deems appropriate with or without notice.

Comcast reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material and data on Comcast's servers and network. During an investigation, Comcast may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Comcast and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Comcast is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

VI. Copyright

How does Comcast communicate with customers about copyright?

Comcast is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or access, share or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Comcast provides two independent methods for copyright owners to communicate information about alleged infringements to us, and for us to inform our customers about them: as described below, Comcast participates in the Copyright Alerts System, and also complies with the Digital Millennium Copyright Act. You may receive alerts under either or both of these methods if your Service account is identified by a copyright owner as having been used in connection with acts of alleged copyright infringement.

What is the Copyright Alerts System?

The Copyright Alerts System is part of an Internet service provider and content industry initiative to help make people aware of appropriate ways to access and share content online, in particular over peer-to-peer file sharing programs. Copyright owners routinely participate in online peer-to-peer file sharing programs to see if their content is being improperly used or shared. If the copyright owner believes its content was uploaded or downloaded improperly, it can record the Internet Protocol or IP address that was used to access the content over these services. The IP address identifies the Internet service provider who uses the address for its customers; it does not identify an individual person. The copyright owner will then send a notice to the Internet service provider that contains the IP address along with other information such as the date and time of the event, the name of the file sharing program, and an identification of the content. The Internet service provider will then identify the account holder using that IP address in conjunction with the other information and send an alert to that customer. In Comcast's case, we send the alert in two forms: an in-browser notice and an email to the primary account holder of the Service.

Comcast prefers to inform customers of inappropriate activities involving their Service and give them a reasonable period of time in which to take corrective action. Regardless of how many notices Comcast receives from copyright owners under the Copyright Alerts System, Service customers should not receive more than one alert in any seven day period. To learn more about how Comcast supports the Copyright Alerts System, including your options as a Service account owner and user, go to <http://www.comcast.com/copyrightalerts>.

What is Comcast's DMCA policy?

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Comcast's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Comcast, in its sole discretion, believes is infringing these rights. Comcast may terminate the Service at any time with or without notice for any affected customer or user.

How do copyright owners report alleged infringements to Comcast under the DMCA?

Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending Comcast's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Comcast's receipt of a satisfactory notice of claimed infringement for these works, Comcast will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). Comcast will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send Comcast a notification of claimed infringement to report alleged infringements of their works under the DMCA (but not the Copyright Alerts System) to:

M. Moleski/DMCA Notifications
Comcast Cable Communications, LLC
1800 Bishops Gate Drive
Mount Laurel, NJ 08054 U.S.A.
Phone: 888.565.4329
Fax: 856.324.2940
Email: dmca@comcast.net

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Comcast, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

What can customers do if they receive a DMCA notification of alleged infringement?

If you receive a DMCA notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to Comcast. Upon Comcast's receipt of a counter notification that satisfies the requirements of the DMCA, Comcast will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Comcast will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Comcast's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Revised and effective: September 5, 2014

EXHIBIT D

SUPPLEMENTAL WI-FI TERMS AND CONDITIONS
(“Wi-Fi Terms and Conditions”)

The Customer named on the Wi-Fi Hot Spot Amendment and/or the Comcast Business Service Order Agreement and Comcast agree that the General Terms and Conditions and the below supplemental Wi-Fi terms and conditions, constitute the terms under which Comcast will provision the Wi-Fi Services selected by Customer. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement or the Amendment.

1. Definitions.
 - a. “End User” - Customer patrons and other authorized end users.
 - b. “Private Wi-Fi Services” – Wi-Fi Services for the internal business use by Customer’s employees, contractors and agents. Private Wi-Fi Service may not be used by End Users. As part of the logon process, Customer employees, contractors and agents will be asked to provide their Comcast High Speed Internet username and password, and the Customer will be responsible for all activities occurring under his or her username and for keeping the password secure.
 - c. “Public Wi-Fi Services” – Wi-Fi Services for the use of Customer patrons and other authorized End Users, through the creation and maintenance of one or more wireless “hot spots”. Public Wi-Fi Services may not be used by Customer employees, contractors and agents for internal business use.
 - d. “Wi-Fi Service” - Access to the Wi-Fi Services or wireless connectivity to the internet. Wi-Fi Services will use the IEEE 802.11 standard (unless otherwise noted). Private Wi-Fi Services and Public Wi-Fi Services are collectively referred to herein as “Wi-Fi Services”.
2. Changes to Wi-Fi Terms and Conditions. Comcast may at its sole option change or modify these Wi-Fi Terms and Conditions, and any related policies from time to time (“Revisions”) by posting such Revisions to the Comcast website located at <http://business.comcast.com/wifi/hotspot-terms>. The Revisions are effective upon posting.
3. Term and Termination. Comcast Wi-Fi Services are offered on a month to month basis. Either party shall have the right to terminate Wi-Fi Service(s), at any time, for any reason, upon thirty (30) days prior written notice to the other party, subject to the payment of all outstanding amounts due for the Wi-Fi Service(s), if any, and the return of any and all Comcast Equipment used to provide the Wi-Fi Services. Termination of a Wi-Fi Services is not subject to Termination Charges. Wi-Fi Service(s) will terminate simultaneously with Customer’s High-Speed Internet Services (“BCI”).
4. Installation. Customer acknowledges that Comcast will be required to perform internal wiring at the Service Location in order to install the Comcast Equipment necessary to run the Wi-Fi Service. Customer further understands that certain Comcast Equipment may be mounted to walls and ceilings in order for the Wi-Fi Service to function properly. Comcast will use commercially reasonable efforts to keep damage to walls, ceilings and premises to a minimum, but will not be responsible for repairing or returning the Service Location to its original condition, except to the extent caused by Comcast’s gross negligence or willful misconduct.
5. Service Charges. Wi-Fi Service(s) are provided to Customer by Comcast at no additional charge. Customer must remain subscribed to BCI at the current service tier in order to receive and continue receiving a Wi-Fi Service(s). Comcast reserves the right to impose a service charge for Wi-Fi Hot Spot(s) upon thirty (30) days advanced written notice to Customer.
6. Operational Responsibility for Wi-Fi Service. Comcast shall acquire, install and maintain all Comcast Equipment required to operate the Wi-Fi Services. The Comcast Equipment does not include any Wi-Fi End User equipment, including, but not limited network adapters, Internet access devices (computers, notebooks, PDAs, etc).
7. Wi-Fi Protocol Requirements. Comcast shall operate Wi-Fi Services using the applicable IEEE 802.11 protocols. Customer shall not use any other products or services at the Service Location that utilize the IEEE 802.11 protocols without Comcast’s prior written consent.

8. No Modification of Comcast Equipment. Customer shall not attach additional equipment to or in any way modify the Comcast Equipment.
9. Wi-Fi Service to End Users.
 - a. No Fee for Wi-Fi Service. Customer may not charge Wi-Fi End Users for Wi-Fi Service in any manner including hourly, daily, monthly or other subscription or usage charges without Comcast's prior written consent. Comcast shall have the right to charge a fee, to require the user to perform an action to gain access, and/or to limit the allowed parameters of usage, including but not limited to throughput, time of day, sessions per day or per month, for the Wi-Fi Service when the Wi-Fi Service is used by persons other than Comcast High-Speed Internet customers.
 - b. Service Definition. Comcast shall have the right to define the performance parameters and other components of the Wi-Fi Service, such as data bit rate speed, service quality, number of Wi-Fi End Users supported, customer care and support levels, security features and other service features.
 - c. Customer Support. Comcast shall provide customer support to Wi-Fi End Users for the Wi-Fi Service. Customer shall be responsible for notifying Comcast of any failure of the Wi-Fi Service.
 - d. Customer Terms of Use. All Wi-Fi End Users shall be required to agree to an End User agreement that incorporates the use restrictions as Comcast's Acceptable Use Policy for Comcast High-Speed Internet service ("End User AUP"). Comcast shall have the right to deny access to the Wi-Fi Service to Wi-Fi End Users who violate the End User AUP or to any commercial end users (i.e., end users who use the Wi-Fi Service for commercial purposes).
 - e. No Roaming. Customer shall not enter into "roaming" relationships with other Wi-Fi operators allowing another company's subscribers or users to access to the Wi-Fi Service(s), whether or not the Customer receives financial or other compensation for such relationship.
 - f. Restriction on Other Derived Services. Customer shall not utilize the Wi-Fi Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. The Wi-Fi Service shall only be offered as an amenity of the Service Location.
10. Use of Comcast Name. Customer may not use the Comcast's name or any Comcast trademarks, trade names or service marks or other branding in connection with sale, marketing or provision of the Wi-Fi Service or its operation of any Wi-Fi Service(s) without the advance written consent of Comcast, which shall not be unreasonably withheld, conditioned or delayed. Comcast may provide marketing material to Customer to advertise the Service Location as offering Public Wi-Fi Services. Customer will use reasonable commercial efforts to use such marketing material within the Service Location.
11. Warranties. THE COMCAST EQUIPMENT AND THE WI-FI SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WARRANT THAT THE COMCAST EQUIPMENT OR THE WI-FI SERVICES WILL (1) PROVIDE UNINTERRUPTED USE, OR OPERATE WITHOUT DELAY, OR WITHOUT ERROR; OR (2) BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

12. Software. In addition to Article 6 of the General Terms and Conditions, Comcast makes no representation or warranty that any software or application installed on Wi-Fi End User equipment, downloaded from the Wi-Fi Service, or available through the Internet does not contain a virus or other harmful feature. Comcast makes no representation or warranty that virus check software will detect or correct any or all viruses, or that the installation of any software or applications to access the Wi-Fi Service will not cause the loss of files or disrupt the normal operations of any Wi-Fi End User equipment, including but not limited to computer(s).
13. Third Parties. Customer acknowledges and understands that Comcast may use third parties to provide the Wi-Fi Service(s) or any or all of the components of Wi-Fi Service, including without limitation installation, services, equipment, infrastructure or content. Comcast shall not be bound by any undertaking, representation or warranty made by third-party providers and suppliers in connection with the installation, maintenance or provision of the Wi-Fi Service, if that undertaking, representation or warranty is inconsistent with the terms of this Amendment.
14. Security and Authentication. Comcast shall deploy, manage, operate and upgrade (as appropriate) all security and authentication measures for use of the Wi-Fi Service. Customer acknowledges that anonymous Wi-Fi End Users will not be permitted to use the Wi-Fi Service and Comcast shall administer registration or other appropriate procedures sufficient to enable Comcast to identify its Wi-Fi End Users as necessary to address service or abuse issues and to comply with applicable law.
15. Limitation on Resale/Redistribution. Customer may not, without the prior written consent of Comcast, resell or otherwise make available the Wi-Fi Service to any other wireless service provider or make it otherwise available on any wide area network (WAN) or similar basis or on any other contiguous geographic basis.
16. Security and Abuse. Customer understands and agrees that any activity listed as Prohibited Uses and Activities in the End User AUP or AUP may result in the termination of the Wi-Fi Service to the Wi-Fi End User or in the event of recurring violations termination of the Wi-Fi Service to the Service Location.
17. Indemnification. The Customer understands and acknowledges that the Wi-Fi Services are offered as an amenity to Customer and/or Wi-Fi End Users at the Service Location. In addition to the indemnification obligations set forth in the General Terms and Conditions, Customer shall indemnify, defend and hold harmless Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns from and against any and all claims (i) asserted by or on behalf of any Wi-Fi End User of the Wi-Fi Service; (ii) arising out of the use of the Wi-Fi Service, except for claims arising from fees charged to Wi-Fi End Users who are not Comcast High-Speed Internet subscribers.
18. Limitation of Liability. Reliance on and use of the Wi-Fi Service are subject to Article 6 of the General Terms and Conditions.