

Issued: April 25, 2003

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. GENERAL

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

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. A month is considered to have 30 days for the purpose of computing charges in this Tariff.

Services, features and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available without unreasonable expense to the Company.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.

2.1.2. TERMS AND CONDITIONS

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Service.

2.1.3. PROVISION OF EQUIPMENT AND FACILITIES

- A. The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the customer. The customer may not, nor may the customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

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

- C. Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.
- D. The customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.
- E. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. The customer is responsible for ensuring that customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.
- F. Notification of Service-Affecting Activities

The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual customer but affect many customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.
- G. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.
- H. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

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2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4. RELEASE OF INFORMATION TO CARRIERS

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

2.1.5. CUSTOMER EQUIPMENT

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

Comcast may immediately, and without notice, deny service when the Customer (a) subjects Comcast or non-Comcast personnel to hazardous conditions, or (b) acts in a way that may cause immediate harm to the local exchange network or other Company services.

2.1.6. ABUSE AND FRAUDULENT USE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, in accordance with Section 2.4 following, discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

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

A. Abuse

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

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.
3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operators through continued and repeated acts.

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2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6. ABUSE AND FRAUDULENT USE (CONT'D)

B. Fraudulent Use

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

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

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2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY

2.2.1. SERVICE LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and authorized user from any and all claims by any person relating to the services so provided.

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2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.1. SERVICE LIABILITY (CONT'D)

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

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2.2.2. TEMPORARY SUSPENSION FOR REPAIRS

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

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2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS

Except as otherwise specified in this tariff, when the use of service or facilities furnished by the Company is interrupted, the following adjustments of the Monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company:

1. If the interruption lasts for greater than 24 hours but equal to or less than 48 hours, Company shall provide a credit equal to a pro-rata portion of the monthly recurring charges for all local services interrupted;
2. If the interruption lasts for greater than 48 hours but equal to or less than 72 hours, Company shall provide a credit for 33% of one month's recurring charges for all local interrupted services;
3. If the interruption lasts for greater than 72 hours but equal to or less than 96 hours, Company shall provide a credit for 67% of one month's recurring charges for all local interrupted services;
4. If the interruption lasts for greater than 96 hours but equal to or less than 120 hours, Company shall provide a credit for one full month's recurring charges for all local interrupted services;
5. If the interruption lasts for greater than 120 hours, Company shall also provide alternative phone service to the customer or provide an additional credit of \$20 per day, at the customer's option;
6. For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

Credits apply to the following Monthly Recurring Charges only (No other charges are subject to a credit):

- Monthly access/usage charge, including flat rate or EAS Charge;
- Subscriber Line Charge (End User Common Line Charge)
- Vertical Services (features)

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2. GENERAL REGULATIONS

2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS (CONT'D)

7. The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.

2.2.4. LIMITATIONS ON ALLOWANCES FOR INTERRUPTIONS

No credit allowance will be made for:

1. Interruptions due to the negligence or willful acts of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, joint User, or other common carrier providing service connected to the service of Company.
2. Interruptions that occur as the result of, or are extended by, an "emergency situation" as defined 83 Ill. Adm. Code 732, which includes, but is not limited to, any act of a third party;
3. Interruptions due to the failure or malfunction of customer-owned telephone equipment or inside wiring;
4. Interruptions of service during any period in which the Company cannot gain access to its facilities and equipment for the purpose of investigating and correcting interruptions due to the customer changing a scheduled appointment, provided that the interruption is not extended further by the Company;
5. Interruptions of service extended by the company's inability to gain access to its facilities and equipment because the customer missed an appointment, provided that the interruption is not further extended by the Company;
6. Interruptions of service during any period when it is necessary for the customer to release service to the Company for necessary maintenance purposes or for implementation of a customer order for a change in service arrangement;
7. Interruptions that occur as a result of the Company's right to refuse service to the customer as provided in 83 Ill. Adm. Code 735.
8. Interruptions that occur as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the customer's request for service, subject to a carrier's obligation for reasonable facilities planning.

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2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.5. INSTALLATION AND REPAIR CREDITS

The required installation date shall be determined in accordance with this Section. The company shall install Basic Local Exchange Service within five business days after receipt of the customer's order, unless:

1. A later date is requested by the customer, in which case the Company shall install service on the date agreed to with the customer; or,
2. the company utilizes the network or network elements of another carrier(s), in which case the Company shall install service with three (3) business days after provisioning of the line(s) by the carrier(s) whose network or network elements the Company utilizes; or
3. the customer is migrating between carriers (as long as the customer maintains dial-tone until installation by the Company is complete).

If the Company fails to install Basic Local Exchange Service by the required installation date as define above, the Company shall:

1. Waive 50% of all installations charges; or
2. In the absence of an installation charge, or where installation is pursuant to the Link Up Program, provide a credit of \$25.

If the Company fails to install Basic Local Exchange Service within ten (10) business days after the service application is placed, or fails to install service within five (5) business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, as defined above, the Company shall:

1. Waive 100% of all installations charges; or
2. In the absence of an installation charge, or where installation is pursuant to the Link Up Program, provide a credit of \$50.

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2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.5. INSTALLATION AND REPAIR CREDITS (CONT'D)

For each day the Company fails to install Basic Local Exchange Service beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, whichever is greater, the Company will either provide alternative telephone service at no cost, or an additional credit of \$20 per day, at the customer's option until service has been installed.

The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed and continues beyond the initial 10 business days, or beyond 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day. (T)

If installation of service is requested on or by a date more than 5 business days in the future, the Company shall install service by the date requested.

Alternative telephone service is defined as, except where technology impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services. When alternative telephone service is appropriate, the customer may select on of alternative telephone services offered by the Company. The alternative telephone service shall be provided at no cost to the customer for the provision of local service.

If the Company fails to keep a schedule repair or installation appointment when a customer premises visit requires the customer to be present, the Company shall credit the customer \$50 per missed appointment. This credit does not apply when the Company provides the customer with 24-hour notice of the appointment's cancellation. The 24-hour notice period shall be construed to mean 24 hours notice by the end of each 4 hour window the day before the scheduled appointment.

Credits required by the Section do not apply if the failure to install by the required installation date or failure to keep the scheduled appointment results from any reason listed in Section 2.2.4, preceding.

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2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.6. LIMITATION OF LIABILITY

A. Unauthorized Computer Intrusion

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

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

B. Transmission of Data

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

C. Unauthorized Devices

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

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2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES

2.3.1. BILLING AND COLLECTION

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

The Company will establish a monthly billing date for each customer account and shall bill all charges incurred by and credits due to the customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

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

2.3.2. BILLING DISPUTES

A. Company Dispute Resolution

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. Such notification occurs when the Customer contacts the Company's Customer Service organization at 866-594-1234, 2001 York Road, Oak Brook Illinois 60523. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in Section 2.5.6 if such amounts remain unpaid thirty (30) days after the Customer is advised of the outcome of the investigation.

If the dispute is not resolved to the Customer's satisfaction, the Customer must provide the Company with written notice of such dispute within ninety (90) days from the bill date of the disputed amount. This notice should be sent to:

Comcast
Telephone Customer Escalations
8000 E. Iliff Avenue
Denver, CO 80231
1-866-594-1234

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2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES

2.3.2. BILLING DISPUTES (CONT'D)

B. Arbitration Information and Filing Procedures

Additionally, either party may file a claim where applicable in small claims court, or contact one of the organizations listed below to undertake arbitration. Arbitration provides for a hearing before a neutral arbitrator in lieu of a court hearing before a judge or jury. The party initiating the arbitration proceeding may select from the following arbitration organizations, which will apply the appropriate rules for consumer claims to the dispute.

American Arbitration Association
335 Madison Ave, Floor 10
New York, NY 10017-4605
1-800-778-7879
www.adr.org

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405-0191
1-800-474-2371
www.arbitration-forum.com

USA&M of Oregon
1000 SW Broadway, Suite 1710
Portland, OR 97205
503-223-2671
www.usam-oregon.com

Information about the arbitration process, rules, and fees may be obtained by contacting any of the organizations listed.

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2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES

2.3.2. BILLING DISPUTES (CONT'D)

C. Binding Arbitration

All disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) submitted to arbitration must be resolved by final and binding arbitration. This includes any disputes based on any product, service or advertising having a connection with this Tariff. The arbitration will take place at a location convenient to Customer, in the area where Customer receives the service from Company.

The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16 not state arbitration law, shall govern the arbitrability of all disputes. However, applicable federal law or the law of the state where Customer receive the service from Company may apply to and govern the substance of any disputes. Any state statutes pertaining to arbitration, however, shall not be applicable under this Section 2.3.2.C.

If there is a conflict between this Section 2.3.2.C and the rules of the arbitration organization chosen, the rules contained in this Section 2.3.2.C shall govern. If the arbitration organization that Customer selected will not enforce this Section 2.3.2.C as written, it cannot serve as the arbitration organization to resolve Customer's dispute with Company. If this situation arises, the parties shall agree on a substitute arbitration organization. In the event that the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint a service that will enforce this Section as written. If there is a conflict between this Section 2.3.2.C and the rest of the Tariff, this Section 2.3.2.C shall govern.

A single arbitrator will resolve the dispute. Customer will be informed that participating in arbitration may result in limited discovery based on the rules of the arbitration organization that is chosen to resolve the dispute. The arbitrator will apply applicable statutes of limitation (as modified by this Section 2.3.2.C, will honor claims of privilege recognized by law, and will take reasonable steps to protect customer account information and other confidential or proprietary information, including the use of protective orders to prohibit disclosure outside of the arbitration, if requested to do so by Customer or Company.

Both parties have the right to be represented by counsel in the arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Tariff and may not limit, expand, or otherwise modify its terms.

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2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES

2.3.2. BILLING DISPUTES

C. Binding Arbitration (cont'd)

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by Customer or Company, the arbitrator will provide a brief statement of the reasons for the award. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties.

If an award granted by the arbitrator exceeds Seventy Five Thousand Dollars (\$75,000), either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The party wishing to appeal the decision of the single arbitrator shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization, through a written notice of appeal, that it is exercising its right to appeal. 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.

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 similarly situated).

The arbitrator cannot award damages in connection with any dispute that are not expressly authorized by this Section 2.3.2.C and cannot award punitive damages or attorneys' fees unless such damages are expressly authorized by a statute that governs the dispute. Both parties waive any claims for an award of damages that are excluded under this agreement.

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2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES (CONT'D)

2.3.2. BILLING DISPUTES

C. Binding Arbitration (cont'd)

Upon Customer's written request, Company will advance to customer all arbitration filing fees and arbitrator's costs and expenses. Customer is responsible for all additional costs and that Customer incurs in the arbitration, including, but not limited to, costs for attorneys or expert witnesses. If the arbitration proceeding is decided in Company's favor, Customer shall reimburse Company for the fees and costs advanced to Customer only up to the amount that Customer would have paid to file a case regarding Customer's dispute with Company in the state court where Customer receives the Services from Company. If the arbitration proceeding is determined in Customer's favor, Customer will not be required to reimburse Company for any of the fees and costs advanced by Company. In the event a party elects to appeal an award to a three (3) 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 Section 2.3.2.C, Company will pay all fees and costs which it is required by law to pay.

2.3.3. ADVANCE PAYMENTS

The Company may require a customer to make an advanced payment as a condition of continued service. In addition, the Company reserves the right to require from an applicant for service advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for the safeguarding of its interests. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application

2.3.4. DEPOSITS

The Company may require a deposit, or an increase in the amount of deposit, of a customer who cannot establish a satisfactory credit standing. The deposit may not exceed the actual or estimated rates and charges for the service for a two month period for Residential Service.

Deposits held will accrue simple interest at a rate determined by the Illinois Commerce Commission.

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2.3. PAYMENTS AND CHARGES (CONT'D)

2.3.4. DEPOSITS (CONT'D)

A deposit, including any accrued interest held when service is disconnected, is returned to the customer, less any amounts due the Company. Even though a deposit is made, the customer must still pay bills, including any advance payments, when requested. A customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills. If the Company does not return a customer's deposit after 12 months, the Company shall provide the customer with an explanation of why the deposit is not being returned upon customer's request. Comcast's deposit policy will be administered in compliance with the rules and regulations specified by the Illinois Commerce Commission. (T)

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

2.3.5. RETURNED CHECK CHARGE

The customer will be assessed a charge of fifteen dollars (\$15.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges as specified in Section 2.3.7, submitted by the customer to the Company which a financial institution refuses to honor.

2.3.6. LATE PAYMENT CHARGE

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

Collection procedures and security deposit requirements are unaffected by the application of the Late Payment Charge.

The Late Payment Charge does not apply to final amounts.

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2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE

2.4.1. CANCELLATION OF SERVICE

- A. If a customer, with an established account, cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the customer may be required to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this tariff, all costs, fees and expenses reasonably incurred in connection with:
1. all nonrecurring charges reasonably expended by the Company to establish service to the customer, and
 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer, and
 3. all recurring charges specified in the applicable service order tariff for the balance of the then current term, and
 4. any other charges set forth in this tariff or in the service order for such early cancellation or termination.

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2. GENERAL REGULATIONS

2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE

2.4.2. DISCONTINUANCE OF SERVICE

- A. The Company may discontinue or refuse to furnish any and/or all service(s) to the customer or applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, assets or services.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

In the event the Company incurs fees or expenses, in collecting or attempting to collect any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

Pursuant to proper notice, the Company may discontinue or suspend service following 8 day notification, pursuant to the following:

1. Upon the customer's nonpayment of any amounts owing to the Company for which the customer subscribes or had subscribed or used, the Company may, by giving notice to the customer, discontinue or suspend service without incurring any liability.
2. Upon the customer's failure to comply with a request made by the Company for security for the payment of service(s) or advance payments, as specified in this tariff, the Company may discontinue or suspend service without incurring any liability.
3. Service shall not be disconnected and may be restored, when the customer enters into a deferred payment plan for past due bills at the discretion of the Company. If the customer defaults under the deferred payment plan, all amounts owed to the Company will become payable immediately and the Company may discontinue service. All future bills will be made payable on the due date.
4. Upon receipt of a certificate of illness by a licensed physician, the Company may postpone discontinuance of service to a residential customer.
5. The customer refuses to furnish information to the Company regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s).

Issued: April 25, 2003

2. GENERAL REGULATIONS

2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE

2.4.2. DISCONTINUANCE OF SERVICE (CONTINUED)

6. The customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
7. The customer states that it will not comply with a request of the Company for security for the payment for service(s) or advance payments, as specified in this tariff; or
8. The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
9. The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices.
10. The customer's use of equipment adversely affects the Company's service to others or endangers public safety or health.
11. Upon customer's violation of any of the other material terms or conditions required for furnishing service the Company may, by giving prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
12. Upon condemnation of any material portion of the customer's facilities used by the Company to provide service to the customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may discontinue or suspend service without incurring any liability.
13. Upon any governmental prohibition or requirement, customer alteration of the services to be provided or any customer violation of any applicable law or regulation, the Company may with or without prior written notice discontinue service without incurring any liability.
14. In the event of disconnection, the notice to the customer will inform the customer of the right to have the issue reviewed by the Commerce Commission pursuant to 83 Illinois Administrative Code, Section 735.190.

Issued: April 25, 2003

2. GENERAL REGULATIONS

2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)

2.4.3. CHANGES IN SERVICE

The customer will be assessed a Service Change Charge for any request of change in service, as specified in Section 5, following. Appropriate premises work charges may also apply in addition to prorated monthly charges, if applicable.

2.4.4. RESTORATION OF SERVICE

A reconnection fee per occurrence may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer premises visit is required, an additional fee may be charged.

Issued: April 25, 2003

2. GENERAL REGULATIONS

2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

2.5.1. GENERAL

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

2.5.2. (RESERVED FOR FUTURE USE)

(T)
(D)

(D)

2.5.3. (RESERVED FOR FUTURE USE)

(T)
(D)

(D)

Issued: June 27, 2007

2. GENERAL REGULATIONS

2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES (CONT'D)

2.5.4. TELECOMMUNICATIONS RELAY SERVICE

A. Concurrence in regulations and charges of the Illinois Telecommunications Access Corporation.

1. Comcast Phone of Illinois, LLC concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing and Voice- Impaired as filed by the Illinois Telecommunications Access Corporation in its Ill. C.C. No. 6 tariff; (2) intrastate Telecommunications Provisions for Deaf and Severely Hearing-Impaired for Dual Party Relay Service as filed by the Illinois Telecommunications Access Corporation in its Ill. C.C. No. 2 tariff.
2. Comcast Phone of Illinois, LLC extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its Ill. C.C. No. 6 and Ill. C.C. No. 2 tariffs.
3. Comcast Phone of Illinois, LLC hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

B. ITAC Supplemental Charge

Pursuant to the Order dated May 4, 2005, of the Illinois Commerce Commission in Docket No. 05-0232, and to the Order dated June 6, 2007, in Docket No. 07-0231, Comcast Phone of Illinois, LLC will impose a supplemental charge of six cents per month per line for all subscriber lines, effective with bills rendered on or after July 1, 2007 or at the beginning of the first cycle after July 1, 2007.

(C)
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(C)

Issued: September 14, 2007

2. GENERAL REGULATIONS

2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES (CONT'D)

2.5.5. TELEPHONE ASSISTANCE PROGRAM

A. Supplemental Assistance

1. A credit of 50% of the connection charges, not to exceed \$12.00, will be applied to each new eligible subscriber. (C)
2. Participation in any of the following assistance programs is required to establish eligibility. Certification from the Illinois Department of Human Services must be obtained verifying the applicant's participation in one of the following assistance programs administered by the State of Illinois:
 - (a) Supplemental Security Income (SSI)
 - (b) Federal Housing Assistance
 - (c) Low Income Home Energy Assistance (LIHEAP)
 - (d) Medicaid
 - (e) Food Stamps
 - (f) National School Lunch Program's free lunch program (C)
 - (g) Temporary Assistance to Needy Families (TANF) (C)
3. The Company will require verification from the Department of Human Services, or in lieu of electronic verification, applicants will sign the form contained in part 757, which shall constitute proof of income eligibility.
4. The Link Up Program connection charge reduction shall be available to only one access line per low income household.

B. Voluntary Contributions

1. Customers wishing to participate in the funding of the Universal Telephone Service Assistance Program (UTSAP) may do so by electing to contribute on a monthly basis a fixed amount to be included by the Company on the customer's monthly bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due the Company for telephone services or other charges.
2. Residential customers may elect to contribute: \$.50, \$1.00, \$2.00, or \$5.00
3. Customers may elect to discontinue or change the amount of the monthly contribution at any time upon providing at least 30 days notice to the Company.
4. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

Issued: April 25, 2003

2. GENERAL REGULATIONS

2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES (CONT'D)

2.5.6. INFRASTRUCTURE MAINTENANCE TAX

Pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act ("Act") (P.A.90-154) dated July 23, 1997 and Illinois Commerce Commission Order 97-0632 dated December 11, 1997, the Company will charge its customers, in addition to all of the other lawful rates and charges a 0.5% State Infrastructure Maintenance Fee on gross revenues for each customer on and after January 1, 1998.

2.5.7. ILLINOIS UNIVERSAL SERVICE FUND

Effective on and after October 1, 2001, a monthly recurring Illinois Universal Service Fund (USF) charge will be applied to customer's total intrastate service charges. The rate of this charge will be set pursuant to the process established by the Illinois Commerce Commission's Order in consolidated Docket Nos. 00-0233 and 00-0335.

2.5.8. DIGITAL DIVIDE ELIMINATION FUND PROGRAM

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the Company and reported to the Department of Commerce and Community Affairs, or its designee, who will issue grants to the various communities based upon their needs.

- A. Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the customer's monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications service or other charges appearing on the bill.
- B. This contribution will be a line item on the bill and identified as the "Digital Divide Fund".
- C. Contributions shall be collected on a recurring basis each month from the customer's bill and remittance shall be reported and transferred to the Department or its designee as required by Section 758.60.
- D. Customers may elect to contribute \$.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00, or \$25.00 per month per line.
- E. Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone or mail to the company.
- F. Failure by the customer in any month to remit the entire bill amount may reduce the contribution accordingly.

Issued: April 25, 2003

2. GENERAL REGULATIONS

2.6. NOTICES AND COMMUNICATIONS

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

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

Issued: April 25, 2003

2. GENERAL REGULATIONS

2.7. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the customer. Special construction includes, but is not limited to, construction undertaken:

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