

**Comcast Digital Phone  
Oregon Local Consumer Services Agreement  
(as amended and effective March 23, 2007)**

**NOTE:** Effective March 23, 2007, Comcast has revised this agreement for our traditional local services offered in the State of Oregon. We encourage you to read the entire agreement and to check our web site at [www.comcast.com/tariffs](http://www.comcast.com/tariffs) (or at an alternative site if we so notify you) periodically for any changes or updates. **Please note that this revised agreement provides a third arbitration agency in Section 19.**

**THANK YOU** for using Comcast Phone of Oregon, LLC for your local phone service. In this agreement (“Agreement”), “you” and “your” mean the customer of Comcast Digital Phone defined below, and “we,” “our” and “us” mean Comcast Phone of Oregon, LLC (doing business as Comcast Digital Phone) and any affiliates authorized to provide Comcast Digital Phone. **BY ENROLLING IN, USING, OR PAYING FOR OUR SERVICE, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DISCONTINUE YOUR USE OF OUR SERVICE IMMEDIATELY AND PLEASE CALL US AT THE CUSTOMER SERVICE NUMBER STATED ON YOUR BILL FOR FURTHER DIRECTIONS AND TO CANCEL YOUR SERVICE.**

“Comcast Digital Phone,” “Service,” “Services,” “service” or “services” means only our local consumer telecommunications service(s) that you are enrolled in, use, or pay for that we provide to you pursuant to the terms and conditions contained in this Agreement and our Comcast Local Guides (“Local Service Guides”). These Local Service Guides contain the specific prices and charges, service descriptions, and other terms and conditions not set forth in this Agreement that apply to your service. You can review the Local Service Guides on our web site at [www.comcast.com/tariffs](http://www.comcast.com/tariffs) (or at an alternative site if we so notify you) or request a copy by calling us toll free at the customer service number referenced on your bill.

The terms and conditions of in-state toll and long distance services, interstate long distance services, and international long distance services provided to customers in Oregon (including intraLATA toll) are contained in our Comcast Digital Phone Service State-to-State and International Consumer Services Agreement contained on our web site at [www.comcast.com/tariffs](http://www.comcast.com/tariffs) (or at an alternative site if we so notify you).

**THIS AGREEMENT INCORPORATES BY REFERENCE ALL THE PRICES, CHARGES, TERMS AND CONDITIONS INCLUDED IN OUR LOCAL SERVICE GUIDES.**

**1. Notification of Service-Affecting Activities.** We will provide you reasonable notification of service-affecting activities that may occur in the normal operation of our business, to the extent required by applicable law, or otherwise at our sole discretion.

Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing preventative maintenance. No specific notification period is applicable to any service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to you may not be possible.

## **2. Provision of Equipment and Facilities.**

A. We shall use reasonable efforts to make service available to you on or before a particular date, subject to the provisions of and compliance by you with your obligations contained in this Agreement. In the event that we fail to make service available to you on or before a particular date, your sole remedy shall be the credit allowance described in Section 8, if applicable.

B. We shall use reasonable efforts to maintain facilities and equipment that is our property. In the event that we fail to maintain such facilities and equipment, your sole remedy shall be the credit allowances described in Section 9, if applicable.

C. You may not, nor may you permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment provided by or installed by us, except upon our written consent.

D. We may substitute, inspect, repair, change, rearrange or remove any of our equipment or facilities from time to time.

E. Equipment that we provide or install at your premises shall not be used for any purpose other than that for which we provide, install or had installed on our behalf.

F. We are not responsible for the installation, operation or maintenance of any of your equipment. Where your equipment is connected to our facilities, our responsibility is limited to the furnishing and maintenance of our facilities. You are responsible for protecting your equipment and facilities from loss or damage, including, without limitation, power surges, lightening, fire, flood and acts of God.

G. When you use the facilities or equipment of other companies, we are not liable for any act, error, omission or interruption caused by the other companies, their agents or employees, or their facilities or equipment.

H. You shall be responsible for the payment of service charges for visits by our agents or employees to your premises when a service difficulty or trouble report results from the use of equipment or facilities other than equipment or facilities, which is our property.

I. Equipment that we provide or install at your premises for use in connection with our telephone service shall remain our property. If you cancel service or if we terminate, discontinue, suspend or refuse to continue providing service to you, we have the right to recover our equipment. We shall contact you for permission to enter your premises to

remove this equipment and you shall not unreasonably refuse such entry. If you refuse to allow us to remove this equipment, you shall be liable to us for the actual cost of the equipment plus any administrative cost and attorney's fees. These fees may be added to your telephone bill and you agree to pay these fees. You shall assume responsibility for any and all such unrecovered equipment.

J. We are 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.

### **3. Customer Equipment**

A. You may transmit or receive information or signals via our facilities by the use of your own equipment. This equipment and the electric power consumed by such equipment shall be provided by and maintained by you at your own expense. You are responsible for ensuring that your equipment that is connected to our equipment and facilities is compatible with our equipment and facilities. The magnitude and character of the voltages and currents impressed on our equipment and wiring, by the connection, operation or maintenance of such equipment and wiring, must be such as not to cause damage to our equipment and wiring or injury to our employees or other persons. If we, in our sole discretion, reasonably determine that additional protective equipment is required to prevent such damage or injury, we shall provide it at your expense.

B. Upon reasonable notification to you, and at a reasonable time, we may make such tests and inspections as may be necessary to determine that you are complying with the requirements of this Agreement. If you fail to comply with the protective requirements specified above, we may take such action, as we deem necessary to protect our facilities, equipment and personnel, including, without limitation, denial of service.

**4. Abuse and Fraudulent Use.** We may, immediately and upon written notice to you, discontinue, suspend or refuse to furnish any and/or all service(s) without incurring any liability if we deem that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect our personnel, agents, facilities, assets or service.

A. You may not use our service to make calls that might reasonably be expected to frighten, abuse, torment or harass another. You may also not use our service in such a way that it interferes unreasonably with the use of the service by others.

B. The fraudulent use of, or the intended or attempted fraudulent use of, our service is prohibited. The following activities are examples of fraudulent use: (1) Rearranging, tampering with, or making unauthorized connections to any of our service components used to furnish local service, unless authorized by this Agreement; (2) using fraudulent means or devices, false or invalid numbers, false representation, false credit devices, or electronic devices to defraud or mislead callers; (3) using our service with the intent of gaining unauthorized access to another customer's outbound calling capabilities; (4) refusing to provide, or providing false information to us, regarding your identity, address,

creditworthiness, current or past use of telecommunications, or your planned use of our service; or (5) refusing to provide payment, or security for the payment of our service, advance payments or deposits as specified in this Agreement.

## **5. Service Liability.**

A. Except to the extent otherwise prohibited by law, or except as otherwise expressly set forth in this Agreement, neither we nor our suppliers will have any liability to you or others for:

(1) any direct, indirect, incidental, special, punitive, cover or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of or otherwise arising in connection with installation, provision, billing and collection, termination, maintenance, repair or restoration of a service, including, without limitation, any damage resulting from or arising out of your reliance on or use of the service, or the mistakes, omissions, interruptions, delays, transmission, or any failure of performance of the service; and

(2) any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with any allegation, claim, suit or other proceeding based upon a contention that the installation or use of the service by you or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property rights or contractual rights of any third party.

B. We are not liable for any act or omission of any other communications carrier or other providers that may furnish a portion of your service.

C. We are not liable for damages associated with any service that we do not furnish.

D. We are not liable for damages to your premise resulting from the furnishing of service, including the installation and removal of equipment or facilities and associated wiring, unless the damages is caused solely by our gross negligence or willful misconduct. In the event of our gross negligence or willful misconduct, we shall pay for reasonable and documented repair or replacement costs up to a maximum of One Thousand Five Hundred (\$1,500.00) Dollars in the aggregate, which shall constitute your sole remedy relating to such damages.

E. Your sole and exclusive remedies under this Agreement are as expressly set out in this Agreement.

F. We shall be indemnified, defended and held harmless by you against any claim, loss or damage arising for your use of service under this Agreement, involving: (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication; (2) claims for patent infringement arising from you combining or using

our service in connection with the facilities or equipment furnished by other; (3) all other claims arising out of any act or omission of others in the course of using service provided pursuant to this Agreement.

G. We do not guarantee or make any warranty with respect to our services when they are used in an explosive atmosphere. You shall indemnify, defend and hold us harmless from any and all claims by any person relating to services so provided.

H. Our facilities are not suitable for use in the provision of dedicated alarm or for emergency activities. You understand and agree that the service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption could lead to severe injury to business, persons, property or environment. You expressly assume the risks of any damages resulting from such high-risk activities.

I. No license under patents or copyright (other than the limited license to use) is granted by us or shall be implied or arise by estoppel, with respect to any service offered under this Agreement. We will defend you and authorized users against claims of patent infringement arising solely from your use or authorized users' use of our service.

J. Our failure to provide or maintain service under this Agreement shall be excused by facility unavailability, governmental orders, civil commotions, labor difficulties, preemption of existing services to restore service in compliance with the F.C.C. Rules and Regulations, acts of God, or other circumstance beyond our control.

**6. Limited Warranty.** EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW, WE PROVIDE THE SERVICE "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER WE NOR OUR UNDERLYING PROVIDERS WARRANTS UNINTERRUPTED OR ERROR FREE USE OR OPERATION OF THE SERVICE. YOUR SOLE REMEDY FOR CLAIMS ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE SHALL BE LIMITED TO THE PRO-RATA CREDIT DESCRIBED IN SECTION 9 UPON YOUR TIMELY REQUEST AND OUR VERIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED.

**7. Temporary Suspension for Repairs.** We shall have the right to make necessary repairs or changes in our 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 our system. When such suspension or interruptions of service for any appreciable period occurs, we will use commercially reasonable efforts to provide you with reasonable notice thereof, as circumstances permit.

**8. Credit Allowance for Missed Service Calls.** If our representative fails to arrive within four hours of your scheduled appointment time, you will be credited one-third of the nonrecurring service charge for your service. This credit is subject to two conditions: you must notify us of the missed appointment, and your local service is not offered under a nonrecurring charge promotion.

**9. Credit Allowance for Interruptions.** Except as may otherwise be specified in this Agreement, interruptions of twenty-four hours or more, which are reported to or detected by use, will result in a credit at the proportionate monthly charge (1/30<sup>th</sup> of your service's monthly recurring charge) involved for each twenty-four hours of fraction thereof of interruption. No interruption allowance shall be made: (a) for failures in facilities provided by any other person or entity except as may otherwise be provided in this Agreement; (b) when service is interrupted due to schedule maintenance events; (c) when service is interrupted due to your acts or omissions; (d) when we, pursuant to the terms of this Agreement, suspend or terminate service because of your nonpayment of bills, unlawful or improper use of our facilities of service, or any other reason covered by this Agreement. No allowance will be made for interruptions due to electric power failure where, by the provisions of this Agreement, you are responsible for providing electric power.

## **10. Your Obligations.**

A. You shall be responsible for the following:

(1) The payment of all applicable charges pursuant to this Agreement, including visits by our agents or employees to our premises when the service difficulty or trouble report results from the use of equipment or facilities provided by you or any other party. Except to the extent otherwise required by law, you are responsible for all charges attributable to use of the service, even if incurred as the result of fraudulent or unauthorized use of the service, unless we have actual knowledge of such use and fail to notify you within a reasonable time. We may, but are not obligated to, detect or report fraudulent use of service to you.

(2) Damage to or loss of our facilities or equipment caused by your acts or omissions or your noncompliance with this Agreement, or by fire or theft or other casualty on your premises, unless caused by our negligence or willful misconduct.

(3) Providing at no charge, as specified from time to time by us, any needed personnel, equipment, space and power to operate our facilities and equipment installed on your premise, and the level of heating and air condition necessary to maintain the proper operating environment on such premises.

(4) Obtaining, maintaining, and otherwise having full responsibility for all easement necessary for installation of any associated equipment or facilities used to provide local service to you from the property line to the location of the equipment installed on your premises. Any costs associated with obtaining and maintaining the easements, specified

herein, including the costs of altering the structure to permit installation of our equipment or facilities, shall be borne entirely by, and may be charged by us, to you.

(5) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises where we, our agents, and/or suppliers, shall be installing or maintaining our facilities and equipment. We reserve the right to refuse to install our equipment in a hazardous area. You shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (i.e., asbestos) prior to any construction or installation by us.

(6) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of our facilities and equipment in any of the premises or the easement for which you are responsible under this Agreement; and granting or obtaining permission for us or our agents to enter our premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service, removing our facilities or equipment. You represent and warrant that you are the owner or a tenant of the service address and you are authorized to grant access to the premises. You agree to indemnify and hold us harmless from any claim resulting from a breach of this warranty.

(7) Not creating or allowing to be placed any liens or other encumbrances on our equipment or facilities.

B. With respect to any service or facility provided by us, you shall indemnify, defend and hold us harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for: (1) Any loss, destruction or damage to our property or that of any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from your acts or omissions or those of your employees, agents, representative or invitee; or (2). Any claim, loss, damages, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from your act of omission, including, without limitation, use of our service and facilities in a manner not contemplated by this Agreement.

**11. Connections of Terminal Equipment and Communications Systems.** If you use any terminal equipment or communications system with our service in violation of any of the provisions in this Agreement or in violation of any law or regulation, we have the right to take immediate action, based on the circumstance, to protect our service or interest, including disconnection of the service. Upon our learning of any such violation, we will promptly notify you. You shall discontinue such improper use of the terminal equipment or communication system or correct the violation. You shall confirm in writing to us within 10 days following your receipt of our written notice, that such use has ceased or that the violation has been corrected. Your failure to discontinue such use or to correct the violation and to give us the required written confirmation within the stated time period shall result in disconnection of your service until such time as you comply with this Agreement.

## **12. Payments and Charges.**

A. You authorize us to conduct a credit investigation before we accept your order, deposit or advance payment, to enter this information in your file, and to disclose this information to appropriate third parties for reasonable business purposes. If your service has been discontinued for non-payment of bills for any of our telecommunications service, you will be required to pay all bills due us for telecommunications service or make other arrangement to our satisfaction and to re-establish credit before we restore service or start service. If service is established and it is subsequently determined that you are indebted to us for service previously furnished, we may suspend or terminate your current service until satisfactory arrangement have been made for the payment of the prior indebtedness.

B. You are responsible for payment of all charges for our equipment, facilities and services. Bills are due upon receipt and payments must be received no later than the payment due date shown on the bill. When 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 may 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.

C. You are responsible for notifying us of any charges in dispute and the specific basis of such dispute. We reserve the right to require such notice to be in writing. You must pay by the payment due date all charges not in dispute. Upon notification of a dispute, we shall undertake an investigation of the disputed charges. At the conclusion of the investigation, we will notify you of any amount we determine to be correctly charged and such amount shall immediately become due and owing. Amounts that we determine to be correctly charged shall also be subject to the late payment charge specified in this Agreement or the Local Service Guides. IF YOU DO NOT PROVIDE US WITH NOTICE OF A DISPUTE WITHIN 90 DAYS FROM THE BILL DATE, SUCH BILL SHALL BE DEEMED TO BE CORRECT AND BINDING. YOU AGREE THAT ALL DISPUTES THAT CANNOT BE RESOLVED WITH COMCAST DIGITAL PHONE SHALL BE RESOLVED BY BINDING ARBITRATION AS SET FORTH IN SECTION 19 BELOW.

**13. Advance Payments.** We may require you to make an advance payment as a condition of continued or new service. This advance payment may consist of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by us for safeguarding our interests. In accordance with our practice of requiring that all regularly recurring charges for service, equipment and facilities be paid monthly in advance, you will be required to pay the advance-billed charges and at least one additional month's rates for the service, equipment and facilities you apply for. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the

time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

#### **14. Deposits and Late Payment Charges.**

A. We may deny your application for service, or require you to pay a deposit, or an increase in the amount of deposit, if you cannot establish a credit standing that is satisfactory to us. If your actual bills subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts. Generally, a deposit will be equivalent to two times your estimated average monthly bill.

B. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for service. The deposit will be returned to you, with simple interest, upon satisfactory payment of all proper charges for 12 consecutive months. We will compute interest from the date of the receipt of the deposit, until it is refunded or service is terminated. A deposit is returned to you, less any amounts due us, when service is disconnected.

C. Even though a deposit is made, you must still pay bills, including any advance payments, when requested. Your payment of a deposit does not waive or modify our practice of disconnecting service for failure to pay any bills.

D. When it is determined that a deposit is required, you may, in lieu of or in addition to making the deposit, arrange for any individual or firm of known good credit to guarantee payment of the charges by executing on his behalf a Guarantee of Payment Agreement with us.

E. The interest rate on deposits held will be 2%.

F. You will be assessed a charge equal to the greater of our costs plus fifteen percent (15%) or \$35.00 for each check, draft, or electronic funds transfer, in addition to any late payment charges, submitted by you to us which a financial institution refuses to honor.

G. The minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

H. Except as otherwise provided in this Agreement, a late payment charge of 1.5% may be applied to amounts previously billed on our bill that remain unpaid at the time of the next month's bill. Local service charges billed for the previous month will not be included in the calculation of the late payment charge. Late payment charges do not apply to the disputed portion of unpaid balances, if resolved in your favor. The disputed portion of unpaid balances if resolved in our favor, may be subject to the late payment charge, (1) if they remain unpaid when the next bill is generated, (2) as of the date of the resolution of the dispute, or (3) as of the original date due providing billing capabilities exist. Undisputed amounts of the same bill may be subject to the late payment charge if they

remain unpaid when the next bill is generated. Security deposit requirements are unaffected by the application of the late payment charge. The late payment charge does not apply to final accounts. Further, if your account is delinquent, we may refer your account to a collection process that may involve collection of any balance due and/or any of our equipment that you have failed to return. Court costs, attorneys costs, and other costs resulting from our or our agents' efforts to collect delinquent amounts or equipment may be assessed, in addition to any of our other rights or remedies under this Agreement.

## **15. Cancellations and Discontinuances.**

A. If you cancel an application for service prior to the start of service, no charges will be imposed except for those specified below. Where, prior to cancellation by you, we incur any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs we incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levied against us that would have been chargeable to you had service begun.

B. If you cancel a service order or terminate service before the completion of the term for any reason whatsoever, you agree to pay us the following:

- (1) All non-recurring charges reasonably expended by us to establish service to you;
- (2) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by us;
- (3) All recurring charges specified in the applicable Local Service Guide for the balance of the then-current month;
- (4) All other charges incurred for services rendered (e.g., usage charges, etc.); and
- (5) All other charges specified in this Agreement or in the service order for such early cancellation or termination.

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

C. We may, without incurring any liability, discontinue or suspend service without notice, or refuse service, if:

- (1) You subject us or others to hazardous conditions;
- (2) You circumvent our ability to charge for our services;

(3) We deem that such action is necessary to prevent abuse or to protect against fraudulent use as specified in this Agreement, or to otherwise protect our personnel, facilities, equipment, assets, or service;

(4) You provide false information to us regarding your identity, address, credit-worthiness, your past or current use of communications service, or your planned use of our service;

(5) You use, or attempt to use, our service with the intent to avoid the payment, either in whole or in part, contained in our Local Service Guides for service by using or attempting to use service by rearranging, tampering with, or making connection to our service not authorized by this Agreement, using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices, or electronic device, or any other fraudulent means or devices;

(6) Any material portion of our facilities used to provide you service is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair;

(7) Any governmental order or directive calls for the discontinuation of service, you alter the service to be provided, or you violate an applicable law or regulation;

(8) You refuse to furnish us information regarding your credit-worthiness, past or current use of communications service;

(9) You provide false information to us regarding your identity, address, credit-worthiness past or current use of communication service;

(10) You state that you will not comply with or fail to comply with our request for deposits or advance payments, as specified in this Agreement;

(11) You use service without payment for our service or you fail to pay any amounts owing us for service to which you subscribe or had subscribed or used; or

(12) You use service to transmit a message, locate a person, or otherwise give or obtain information without payment for the service.

C. On the day of the actual discontinuance of local service, we may attempt to contact you, either in person or by telephone, to apprise you of the proposed action and steps to avoid or delay the discontinuance.

D. The discontinuance of service by us pursuant to this Agreement does not relieve you of any obligation to pay us for charges due and owing for service furnished up to the time of discontinuance. In addition, we may declare all future-billed monthly and other charges which would have been payable by you during the month for which such service would have otherwise been provided to you, to be immediately due and payable.

E. If you make or request changes in service parameters, premises locations or otherwise modify any provision of the application for service, your installation fee may be adjusted accordingly.

F. When your service has been disconnected in accordance with the provisions of this Agreement and service has been terminated through the completion of a service order, service will be re-established only with an application for new service. If your service is restored after having been disconnected in accordance with this Agreement but a service order to terminate such service has not been completed when such service is restored, you may be required to pay a restoral of service charge. If service has been suspended or discontinued for non-payment, service will be re-established upon receipt of all charges due, which includes charges for service and facilities during the period of suspension and which may include a service restoral fee. If you have a history of payments returned for insufficient funds, we may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon bank clearance of your check.

G. We may discontinue or suspend your local and long-distance service for non-payment of any of our telecommunications services, in accordance with the provisions of this Agreement.

**16. Assignment or Transfer of Service.** You may not assign or transfer your rights or duties in connection with the service and equipment or facilities provided by us, except as is related to easements, without our written consent. Extent to the extent otherwise prohibited or conditioned by applicable law, we may freely assign our rights and obligations under this Agreement, including, without limitation, to any of our parents, subsidiaries or other affiliated companies.

**17. Notices and Communications.** All notices or other communications given pursuant to this Agreement will be in writing except where otherwise specified in this Agreement. Notice and other communications of either party, and all bills mailed by us, shall be presumed to have delivered to the other party on the third business day following placement the notice, communications, 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. Each party shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

**18. Local Taxes and Fees.** Any assessments, franchise fees, privilege, license, occupation, excise, surcharge, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or poles, wire or other utility property units imposed upon us by any governmental or quasi-governmental authority shall be added pro-rata, insofar as practical, to the rates and charges stated in our Local Service Guides, in amounts which in the aggregate for our customers of any political entity shall be equal to the amount of any such fee or tax upon us. These charges include, but are not limited to, a Universal Connectivity Charge and Subscriber Line Charge. We shall, so long as any

such tax, surcharge, or fee is in effect, add to the bills our customers in such political entity pro-rata on the basis of the revenue derived by us from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

## **19. Binding Arbitration.**

**a. Purpose:** If you have a Dispute (as defined below) with Comcast (as defined below) that cannot be resolved through our informal dispute resolution process, either you or Comcast may elect to arbitrate that Dispute in accordance with the terms of this Section 19 rather than to 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.

### **b. Definitions:**

As used in this Section 19, the term “Dispute” means any dispute, claim, or controversy between you and Comcast that has accrued by the commencement date of this Agreement or any dispute, claim, or controversy that accrues after the commencement date of this Agreement, 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 Section 19 (with the exception of the enforceability of the class action waiver clause provided in Section 19.e.ii below). “Dispute” is to be given the broadest possible meaning that will be enforced. As used in this Section 19, “Comcast” means the operating company subsidiary of Comcast Phone, LLC that serves your area, its officers, directors, employees, and agents, and all entities using the brand name “Comcast,” and its/their parents, subsidiaries, and affiliated companies.

### **c. How to Initiate the Arbitration Proceeding and Select the Arbitrator:**

If you or Comcast elects to resolve your Dispute with Comcast through arbitration pursuant to this Section 19, the party initiating the arbitration proceeding may select from the following arbitration organizations, which will apply the appropriate rules for consumer claims to arbitrate the Dispute:

1. American Arbitration Association (“AAA”)  
335 Madison Ave., Floor 10  
New York NY 10017-4605  
1-800-778-7879  
[www.adr.org](http://www.adr.org)
2. National Arbitration Forum (“NAF”)  
P.O. Box 50191  
Minneapolis, MN 55405-0191  
1-800-474-2371  
[www.arbitration-forum.com](http://www.arbitration-forum.com)

3. USA&M Portland, Oregon  
1000 S. W. Broadway  
Suite 1710  
Portland, OR 97205

**d. Arbitration Procedures:**

Because the Services provided to you by Comcast concern 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. Any state statutes pertaining to arbitration, however, shall not be applicable under this Arbitration Provision.

If there is a conflict between this Section 19 and the rules of the arbitration organization chosen, the rules contained in this Section 19 shall govern. If the arbitration organization that you selected will not enforce this Section 19 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. 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 19 and the rest of the Agreement, this Section 19 shall govern.

You and Comcast agree that a single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending 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 19), 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 you or Comcast.

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 you or Comcast, 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 \$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.

**e. Restrictions:**

- i. 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 BILLS WHICH YOU DISPUTE, WHICH ARE SUBJECT TO SECTION 12.C OF THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE A CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.
- ii. 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.

**f. Location of Arbitration:**

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

**g. Payment of Arbitration Fees and Costs:**

UPON YOUR WRITTEN REQUEST, COMCAST WILL ADVANCE TO YOU ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING BUT NOT LIMITED TO COSTS 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 AMOUNT THAT YOU WOULD HAVE PAID TO FILE A CASE REGARDING YOUR DISPUTE WITH COMCAST IN THE STATE COURT WHERE YOU RECEIVE THE SERVICES FROM COMCAST. 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. IN THE EVENT 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 SECTION 19, COMCAST WILL PAY ALL FEES AND COSTS WHICH IT IS REQUIRED BY LAW TO PAY.

**h. Severability:**

If any clause within this Section 19 (other than the class action waiver clause identified in Section 19.e.ii above) is found to be illegal or unenforceable, that clause will be severed from the Arbitration Provision, and the remainder of this Section 19 will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Section 19 will be unenforceable, and the dispute will be decided by a court.

In the event that this entire Section 19 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 Section 19, you and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

**i. Exclusions from Arbitration:**

YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (I) 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 WHICH IS LIMITED TO ADJUDICATING SMALL CLAIMS; (II) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR THEFT OF SERVICE; (IV) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY FEDERAL, STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT HAS JURISDICTION OVER THE SERVICES; (V) ANY DISPUTE THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND THAT CAN BE PROPERLY BROUGHT BEFORE A FEDERAL, STATE OR LOCAL REGULATORY AGENCY THAT HAS JURISDICTION OVER THE SERVICES.

This Section 19 shall survive the termination of your Service with Comcast.

**20. Separability.** In the event that 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. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement.

**21. Governing Law.** This Agreement will be governed by the law of the State of Oregon, without regard to its choice of law rules, except that the Federal Arbitration Act will govern the arbitration provisions in this Agreement. This governing law provision applies no matter where you reside, or where you use or pay for our service.

**22. Retention of Rights.** Nothing contained in this Agreement shall be construed to limit our rights and remedies available at law or in equity.

**23. Entire Agreement.** This Agreement (which incorporates by reference the Local Service Guides) constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided in this Agreement. No written or oral statement, advertisement, or service description not expressly contained in this Agreement will be allowed to contradict, explain, or supplement it. Neither party is relying on any representations or statements by the other party or any other persons that are not included in this Agreement.

**24. Price Changes.** We may change the prices and charges for our local service from time to time. We may introduce new services or decrease prices without providing direct notice to you or advance web-site postings. Price increases will become effective no

sooner than fifteen days after we post them on our web site at [www.comcast.com/tariffs](http://www.comcast.com/tariffs) (or at an alternative site if we so notify you).

Increases to charges that pass on costs associated with government or quasi-governmental programs are effective no sooner than three days after we post the increases on our web site. For direct-dialed calls from home, we will notify you of increases to prices and charges by sending you a bill message or other written notice, as well as by posting the increases on our web site. For the following type of calls, we will provide you the prices and charges at your request each time you make a call: collect calls, person-to-person calls, calls made with a commercial credit card or local phone company calling card, calls billed to a third-party, and all types of operator-assisted calls.

**25. Changes to this Agreement.** We may change this Agreement from time to time. If we make any change to this Agreement (other than changes to our Local Service Guides), we will post the revised Agreement at [www.comcast.com/tariffs](http://www.comcast.com/tariffs) (or at an alternative site if we so notify you). We may also provide you with a copy of this Agreement or the specific change(s) in hardcopy or electronic form, as determined by us in our sole discretion. Such changes will be effective no sooner than fifteen days after we post the revised Agreement. You may also request a copy of the revised Agreement by calling us toll-free at the customer service number referenced on your bill. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR OUR SERVICES AFTER ANY CHANGES HAVE BEEN MADE, YOU AGREE TO THE CHANGES.

**26. Changes to our Local Service Guides.** We may change our Local Service Guides from time to time. We will post the revised Local Service Guides at [www.comcast.com/tariffs](http://www.comcast.com/tariffs) (or at an alternative site if we so notify you). You may also request a copy of the revised Local Service Guides by calling us toll-free at the customer service number referenced on your bill. The changes (including price increases) will become effective no sooner than fifteen days after we post them on our web site. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR OUR SERVICES AFTER ANY CHANGES HAVE BEEN MADE, YOU AGREE TO THE CHANGES.

**27. Section Headings.** The section headings used in this Agreement are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

**28. Integration.** This Agreement represents the entire agreement and understanding of the parties with respect to the service provided hereunder and supersedes all prior agreements, tariffs, proposals or understandings, whether written or oral. To the extent that any terms or conditions contained in this Agreement directly conflict with the terms and provision of any other agreement, the terms on this Agreement controls. If any terms or conditions contained in this Agreement directly conflict with any future tariff that is filed with the Oregon Public Utility Commission and that becomes effective, the terms and conditions of the tariff will control.

**29. Enrollment in another service.** To enroll in an additional service, or to switch from your existing service to a different one, you must notify us by calling the customer service number on your bill, by calling the customer service number provided on our marketing materials, or by going to our web site at [www.comcast.com/tariffs](http://www.comcast.com/tariffs) (or at an alternative site if we so notify you) and following any further instruction provided for enrollment. The terms and conditions of this Agreement, including those in our Local Service Guides, will apply to the new or additional services.

**30. Termination.** We may terminate this Agreement, without cause and for our convenience, by giving you thirty (30) days' prior written notice of termination specifying the date upon which such termination becomes effective.

**TTY** for customers with hearing/speech disabilities: 1-866-803-2403.