

# XFINITY RESIDENTIAL SERVICES AGREEMENT

The terms of this agreement (the “**Agreement**”) apply to your use of any of the Xfinity services described in Section 1 below and the Xfinity Equipment described in Section 7 below (collectively, the “**Services**”). An operating subsidiary or other affiliate of Comcast Cable Communications, LLC (collectively, “**Comcast**,” “**we**,” “**us**,” or “**our**”) provides the Services.

You accept this Agreement and agree to its terms by activating the Services, using the Services, continuing to use the Services after we provide notice of a change to this Agreement, or otherwise indicating your acceptance of the Services. You may not modify this Agreement by making any typed, handwritten, or other changes.

**Note: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 13 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES. UNLESS YOU HAVE OPTED OUT IN A TIMELY MANNER, THE ARBITRATION PROVISION REQUIRES THAT ALL DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. THIS AGREEMENT FURTHER AND SEPARATELY CONTAINS A WAIVER OF JURY TRIAL IN SECTION 14, AND A WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS IN SECTION 15 TO THE EXTENT ALLOWABLE IN YOUR STATE.**

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## 1. COVERED XFINITY SERVICES

The following services are covered by this Agreement: Xfinity cable television and other video and streaming services (“**TV**”); Xfinity or NOW Internet services (“**Internet**”); Xfinity digital phone services (“**Voice**”); and other ancillary services Comcast may designate.

The terms of this Agreement do not apply to any other services provided by Comcast (such as Xfinity Home or Xfinity Mobile). This Agreement also does not apply to any Comcast-owned or -controlled websites and mobile apps that do not link to this Agreement, which are subject to their own terms of service and policies, such as our Web Services Terms of Service (available at [xfinity.com/terms/web](http://xfinity.com/terms/web)) and our Website Terms of Service (available at [xfinity.com/corporate/legal/visitoragreement](http://xfinity.com/corporate/legal/visitoragreement)).

## 2. ADDITIONAL TERMS

Tariffs, service guides, and posted policies and procedures may apply to the Services. Additional Service-specific terms may apply to your use of TV, Internet, Voice, or any ancillary service or device. These additional terms are available at [xfinity.com/policies](http://xfinity.com/policies) (under “Xfinity Residential Services”) and at [xfinity.com/Corporate/Customers/Policies/additionalterms](http://xfinity.com/Corporate/Customers/Policies/additionalterms). We reserve the right to provide notice of new websites or locations for additional terms. These additional terms are also part of this Agreement. If any additional terms conflict with these terms, the additional terms specific to the particular Service will govern.

If the Services you subscribe to include cloud DVR and you use this technology, you confirm that you want to activate cloud DVR in connection with the Services, subject to this Agreement. You agree that cloud DVR technology will enable you to schedule, make, and access your recordings using this technology on any supported devices, such as supported set-top boxes, streaming video players, smart televisions, computers, smartphones, and tablets, and you confirm that when you record using this technology, you would like your recordings to be saved and stored, on both your set-top DVR (if applicable) and automatically on Comcast's or Comcast's service provider's network, in one or more formats to (1) enable you to play and navigate within such recordings on different supported devices and (2) optimize the video and audio quality of your viewing experience during playback.

## 3. CHARGES AND BILLINGS

### a. You must pay certain charges, fees, and taxes

**You agree to pay all amounts due upon demand. You agree to pay any monthly Service charges.** We will give you notice of applicable pricing at the time of your order or activation of the Services. If you receive the Services at a promotional rate, our then-current standard pricing will apply to you at the end of the promotional period. You should consult our rate card for then-current standard charges. If you receive the Services under a minimum term agreement, we will charge you the specified price for the Services subject to the minimum term pricing for the duration of the minimum term agreement. All other pricing is subject to change at any time and from time to time.

**You agree to pay all other charges associated with the Services.** These may include charges for installation and service calls. These may also include fees identified at the time of your order or imposed after you begin receiving Services. You may incur charges for Xfinity Equipment (as defined in Section 7 below), purchases or rentals, or ancillary services. You may also incur measured and per-call charges. You can find price information for Voice at [xfinity.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvresidential](http://xfinity.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvresidential).

**You agree to pay any applicable taxes and fees.** These include applicable federal, state, and local taxes and fees (however designated), fees to recoup governmental or quasi-governmental assessments on us, and cost recovery charges. These include fees for any governmental or public programs in which we participate, such as public, educational, and governmental access, telecom relay services, and programs supporting the 911/E911 system. **YOU ARE RESPONSIBLE FOR PAYING ANY SUCH FEES AND TAXES (WHETHER IMPOSED ON YOU OR ON US), INCLUDING THOSE THAT BECOME APPLICABLE RETROACTIVELY.**

### b. Third-party charges are your responsibility

In addition to the amounts we charge, you may incur charges from third-party services providers. These third parties may charge you for access to online services, telephone-based services, or other offerings. You are solely responsible for these third-party charges, including any applicable taxes. If we have agreed to provide billing services on behalf of a third party, you agree to make these payments to us. We will not be responsible for any disputes between you and any third party regarding any third-party charges.

**c. Changes to pricing, charges, and fees**

Certain pricing, charges, and fees may change at any time and from time to time. In general, we will provide you with notice of any change in our standard prices or fees or new prices or fees. However, if there is a change in governmental or quasi-governmental taxes, fees, or assessments, or in any third-party charges billed through us, we may not provide notice unless required by applicable law.

**d. How we bill you**

We generally bill you monthly, in advance, for recurring monthly Service charges, equipment charges, and fees. **UPON REQUEST, YOU MUST PAY THE FIRST MONTH'S SERVICE CHARGES, XFINITY EQUIPMENT CHARGES, DEPOSITS, ACTIVATION FEES AND INSTALLATION CHARGES ON OR BEFORE THE DATE THAT WE INSTALL ANY OR ALL OF THE SERVICES.** We may bill you for some Services individually after we provide the Services to you. For example, we may bill you for measured and per-call charges, pay-per-view movies or events, interactive television, e-commerce purchases, and other third-party services after you incur these charges.

The Service charges will begin on one of the following dates, whichever occurs first: (i) the day you pick up Xfinity Equipment at our service center; (ii) the day you or we install the Services; (iii) the day your order for the Services is entered into our billing system, if Xfinity Equipment is not required; or (iv) five (5) days after the date we ship Xfinity Equipment to you.

**e. Payment methods**

You may pay by credit card, debit card, check, or certain third-party services, and we may change the payment methods we accept from time to time. Certain additional terms may apply depending on your selected payment method. If we do not receive your payment by the due date, you agree to pay any amounts due upon demand, regardless of your selected payment method. If you pay by check, you authorize us to collect your check electronically. You may not make restrictive endorsements (such as "paid in full") or other statements or releases on or with checks or other payments accepted by us. If you do so, we may disregard the restrictive endorsement or reject the payment.

**f. Our remedies if you pay late or fail to pay**

If, for any reason, we do not receive payment for the full amounts billed to you by the due date, you may be billed additional fees, charges, and assessments.

We may accept a partial payment, but we still have the right to collect the full balance. We will apply any partial payment to outstanding charges in amounts and in the order we determine, in our sole discretion.

**g. Our fees are not interest or penalties**

We expect you to pay amounts due on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or non-payment will be difficult to calculate or predict, and are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments.

**h. We may charge fees for suspension or disconnection**

If you fail to pay the full amount due for any or all charges, we may suspend or disconnect any or all of the Services without reducing fees or charges for the Services, in our sole discretion and subject to applicable law.

**i. We may charge fees to reconnect services**

If you ask us to resume any Services after a suspension or disconnection, we may charge you additional installation or activation fees. These fees are in addition to all past-due charges and other fees. Reconnection of the Services is subject to this Agreement, and applicable law.

**j. We may charge you collection costs**

We may use a collection agency or attorney to collect money you owe. If we do so, you agree to pay our reasonable costs of collection, including any collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

**k. We have the right to make credit inquiries**

**YOU AUTHORIZE US TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.** We will not discriminate in the application of our credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. We (or third-party credit bureaus) will conduct risk assessments in accordance with all applicable laws.

**l. Contact us with billing questions or disputes**

You may dispute charges on a bill or request billing credits. You must contact us within 120 days of the date on your bill, or you waive any disputes or credits, subject to applicable law and our binding legal obligations.

**m. We may require a refundable deposit**

We may require you to pay a refundable deposit when you activate the Services, add Services, or fail to pay any amounts when they are due. Subject to applicable law, your deposit will be credited to your account (without interest) if your account remains in good standing for twelve (12) months. We may refund your deposit sooner if all of the Services are disconnected. We will provide this refund within thirty (30) days of Service disconnection and the return of all Xfinity Equipment, or within the timeline set by applicable law. Refund amounts are equal to the credit balance on your account, if any, minus any amounts due on your account. Amounts due on your account may include amounts owed for the Services, including for any Xfinity Equipment that is damaged, altered, or subject to an Unreturned Equipment Fee (as defined in Section 7(b) below).

**4. CHANGES TO SERVICES, RATES, CHARGES, AND THIS AGREEMENT**

**a. Changes to Services, Rates, and Charges**

We reserve the right to change the Services, rates, and charges at any time, with or without notice to you, to the extent permitted by applicable law. For example, we may delete or change content, programming, functionality, features, rate limitations, available speeds, or Xfinity Equipment. If we provide notice of such a change, it will be in accordance with Section 4(b), below. If any such change is material and negatively affects your Services, you have the right to cancel your Services; but you accept any such change if you continue to use or receive the Services for more than thirty (30) days after the change.

We apply a monthly data consumption threshold to Xfinity Internet accounts. We retain the right to trial or adopt different data consumption thresholds or other usage plans for the Service at any time. If we do this we will notify you. You can learn about the data plan that applies in your area by going to [dataplan.xfinity.com](http://dataplan.xfinity.com). You can view your current data usage at any time by logging into your account and viewing the data usage meter at [customer.xfinity.com/MyServices/Internet/UsageMeter](http://customer.xfinity.com/MyServices/Internet/UsageMeter). You can also use the Xfinity app to view your data usage.

**b. Changes to this Agreement**

We reserve the right to make changes to this Agreement. We may deliver any notice concerning our relationship with you and any change to our relationship, including notice of any change to this Agreement, in any one or more of the following ways (at our discretion): (i) post notice on [xfinity.com](http://xfinity.com), your account, or another website we identify; (ii) send notice by mail or hand delivery to your home or other property where the Services will be provided (the "Premises"); (iii) send notice by email to the email address we have on file for your account; (iv) include information about the change on or with your bill for the Services; or (v) use any other method of notice reasonably determined by us to result in your receipt of such notice. You agree that any one of these methods is sufficient and effective notice. It is your responsibility to check your postal mail, email, service texts, and postings at [xfinity.com](http://xfinity.com), your account, or another website we identify.

If any material change to our relationship with you, including any material change to this Agreement, negatively affects your Services, or if any material change is made to the Arbitration Provision in Section 13, you have the right to cancel your Services; but you accept any such change if you continue to use or receive the Services for more than thirty (30) days after such change.

**5. ACCESS TO YOUR PREMISES**

To provide you with the Services, we may need to enter your Premises. We may have our agents enter your Premises on our behalf. You agree that we (or our agents) may enter your Premises at reasonable times to install, configure, maintain, inspect, upgrade, replace, and remove the Services.

You represent and warrant that you own the Premises or have obtained the authority to give us access to the Premises. If you do not own the Premises, you agree to supply the owner's name, address, and phone number, and evidence that the owner has approved our access, upon request.

**6. CUSTOMER EQUIPMENT AND INSIDE WIRING**

**a. You may use your own Customer Equipment**

"Customer Equipment" means software, hardware, or services used in connection with the Services that we (or our agents) do not provide or lease. Customer Equipment also includes certain equipment that you purchase from us (or our agents) under an express sale agreement. Customer Equipment does not include Xfinity Equipment for which you have paid an Unreturned Equipment Fee (as defined in Section 7(b) below).

You agree that we (or our agents) may access your Customer Equipment in order to configure, maintain, inspect, or upgrade it, set up Services, or install or download software. For example, we

may send software, downloads, or updates remotely to modems, gateways, and routers. These updates may change, add, or remove features or functionality of your Customer Equipment or the Services.

You represent and warrant that you own your Customer Equipment or have obtained the authority to give us access to your Customer Equipment. If you do not own your Customer Equipment, you agree to supply the owner's name, address, and phone number, and evidence that the owner has approved our access, upon request.

**b. You are solely responsible for your Customer Equipment**

We have no responsibility for the operation, support, maintenance, or repair of any Customer Equipment, including Customer Equipment to which we (or third parties) send software or downloads. We may certify certain Customer Equipment or recommend particular configurations. Any other Customer Equipment or configuration may not meet our minimum technical or other specifications (a **"Non-Recommended Configuration"**). We reserve the right to deny support for the Services, or terminate the Services, if you use a Non-Recommended Configuration. WE AND THE RELEASED ENTITIES (AS DEFINED IN SECTION 10 BELOW) MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT NON-RECOMMENDED CONFIGURATIONS, WHICH COULD CAUSE CUSTOMER EQUIPMENT TO FAIL OR OTHERWISE CAUSE DAMAGE. WE AND THE RELEASED ENTITIES ARE NOT LIABLE FOR SUCH FAILURE OR DAMAGE.

**c. You are solely responsible for Inside Wiring**

Wiring inside the Premises, including additional cable wiring, telephone wiring, and outlets, is **"Inside Wiring."** Inside Wiring must not interfere with the Services or the normal operations of our cable network. Upon your request, we can install, repair, or maintain Inside Wiring. If we perform this work, we will charge you for that service. Regardless of who installed it, the Inside Wiring is your property, or the property of whomever owns the Premises. If you do not own the Premises, contact your landlord or building manager about the installation, repair, or maintenance of Inside Wiring. We have no responsibility for the operation, support, maintenance, or repair of Inside Wiring, except as set forth below.

## 7. XFINITY EQUIPMENT

**"Xfinity Equipment"** means all new or reconditioned equipment that we or our agent provides or leases to you, including, but not limited to, cabling or wiring (except for Inside Wiring, as defined above) and related electronic devices, modems, routers, and any other hardware and includes all software and programs contained within Xfinity Equipment or downloaded to Customer Equipment by us.

**a. We own all Xfinity Equipment**

You expressly agree that you will use the Xfinity Equipment exclusively in connection with the Services. You agree that all Xfinity Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. We may remove or change the Xfinity Equipment at our discretion at any time the Services are active or following the termination of your Services. You acknowledge that any addition to, removal of, or change to the Xfinity Equipment may interrupt your Services. You may not sell, lease, abandon, or give away the Xfinity Equipment, or permit any other service provider to use the Xfinity Equipment, including Xfinity Equipment for which an Unreturned Equipment Fee has been paid. The Xfinity Equipment may only be used in the Premises unless expressly permitted by us. At your request, we may relocate the Xfinity Equipment for an additional charge. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE XFINITY EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY US, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than us or our agents to service the Xfinity Equipment. You are responsible for loss, repair, replacement, and other costs, damages, fees, and charges if you do not return the Xfinity Equipment to us in an undamaged condition.

**b. You do not own Xfinity Equipment, even if you pay an Unreturned Equipment Fee**

For avoidance of doubt, Xfinity Equipment remains Comcast-owned equipment, and Comcast retains title to all Xfinity Equipment, at all times, including but not limited to after payment of an Unreturned Equipment Fee. **"Unreturned Equipment Fee"** refers to a fee charged by Comcast to a subscriber for any unreturned Xfinity Equipment upon termination of the Services provided under this Agreement. The payment of an Unreturned Equipment Fee shall not result in a sale of, or the transfer of title to, any Xfinity Equipment, and such Xfinity Equipment shall remain the property of Comcast, and Comcast retains title to Xfinity Equipment at all times. Comcast in no way relinquishes ownership of (including title to) Xfinity Equipment by the payment of an Unreturned Equipment Fee. Even if an Unreturned Equipment Fee has been paid, Xfinity Equipment shall not be resold, used, or operated in any manner. If you pay an Unreturned Equipment Fee and subsequently return the Xfinity Equipment undamaged (with the exception of normal wear and tear), you will be refunded your Unreturned Equipment Fee in full.

## 8. USE OF THE SERVICES

The Services are for personal, residential, non-commercial use only, unless otherwise specifically authorized by us in writing.

We prohibit the following activities:

- Reselling the Services in whole or in part;
- Using the Services, directly or indirectly, for any unlawful purpose or in violation of any applicable policy that we make available to you;
- Using the Services to transmit, communicate, or store any information, data, or material in violation of any law, rule, or regulation;
- Tampering with, making any unauthorized connection to, or modifying any part of our cable network or the Services for any purpose;
- Attaching any unauthorized device to our cable network or the Services; or
- Attaching anything to the Inside Wiring, the Xfinity Equipment, or Customer Equipment that impairs the integrity of our cable network, that degrades our cable network's signal quality or strength, or that creates signal leakage.

You agree not to engage in these or other similar prohibited activities, or help anyone else do so. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Services at your Premises (or any other locations authorized by us). You are solely responsible for ensuring that all other users of the Services understand and comply with this Agreement and any applicable policies. You are liable for all authorized and unauthorized use of the Services. If the Xfinity Equipment has been stolen or the Services have been used without your authorization or in violation of this Agreement, you agree to notify us immediately in writing, or by calling 1-800-XFINITY during normal business hours.

If you violate this Agreement, or if you fail to notify us of unauthorized use in a timely manner, we may terminate the Services and recover damages. Since it would be difficult, if not impossible, to precisely calculate our lost revenue from unauthorized Services or tampering, you agree to pay \$500.00 per device used to receive unauthorized Services as liquidated damages. These liquidated damages are in addition to our cost to replace any altered, damaged, or unreturned Xfinity Equipment, or other equipment owned by us, including any incidental costs. The unauthorized reception of the Services may also result in criminal fines and/or imprisonment, and we reserve the right to report any illegal activities to law enforcement.

In connection with your use of the Services, if you need to access third-party software or hardware, you will be subject to third-party terms and conditions. Certain components of the Services are also subject to our Software License Agreement, available at [xfinity.com/terms/license](http://xfinity.com/terms/license).

Your use of certain Services may also be subject to acceptable use policies, available at [xfinity.com/policies](http://xfinity.com/policies). For example, our Acceptable Use for Xfinity Internet Policy is available at [xfinity.com/Corporate/Customers/Policies/HighSpeedInternetAUP](http://xfinity.com/Corporate/Customers/Policies/HighSpeedInternetAUP). To understand how we collect and use information through the Services, please read our privacy policy, available at [xfinity.com/Corporate/Customers/Policies/CustomerPrivacy](http://xfinity.com/Corporate/Customers/Policies/CustomerPrivacy).

We may amend these policies and agreements from time to time, with or without notice to you. You should consult these policies and agreements regularly to comply with the most recent versions. We incorporate these additional policies and agreements (including any amendments) into this Agreement by reference. WE RESERVE THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WE DEEM NECESSARY TO PREVENT HARM TO OUR NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICES, OR AS OTHERWISE PROVIDED BY LAW.

## 9. TERMINATION

This Agreement will remain in effect from Service activation until this Agreement is terminated (by us or by you), as described below. This Agreement may also be terminated if it is replaced by a revised agreement.

**a. How you may terminate**

If your Services are subject to a minimum term agreement, and you terminate all or any portion of the Services under the minimum term agreement before the end of the minimum term, you may be charged an early termination fee. Review your minimum term agreement for additional details.

If your Services are not subject to a minimum term agreement, you may terminate the Services and this Agreement for any reason at any time. You must notify us that you want to terminate in one of the ways listed on [xfinity.com/cancel](http://xfinity.com/cancel). Applicable fees and charges for the Services may accrue until the Services have been disconnected, all Xfinity Equipment has been returned, and this Agreement has been terminated, subject to applicable law or the terms of any agreements we have with governmental authorities. At our election, and subject to applicable law, we may change our policy to continue all Services (or any part of them) through the end of the billing cycle in which we received your notice, which means those Services will terminate at the end of the applicable billing cycle. We may refund all prepaid monthly service fees charged for the Services after the effective date of termination, and we reserve the right to subtract from your refund any outstanding amounts due to us for the Services, for any affiliate or third-party services, or for other applicable fees and charges. Certain fees and charges are non-refundable and are also excluded.

**b. How we may terminate or suspend Services**

Subject to applicable law, we reserve the right to immediately terminate or suspend the Services without notice for any reason or no reason. We also reserve the right to remove from the Services any information stored or transmitted by or to any users (e.g., email or voicemail). We may take these actions if we reasonably determine that your use of the Services: (i) violates this Agreement, any applicable policies, or any laws, rules, or regulations; (ii) interferes with our ability to provide the Services to you or to others; or (iii) interferes with or endangers the health or safety of our

personnel or third parties, including if you threaten, harass, or use vulgar or inappropriate language toward our personnel. We have discretion in deciding whether and why to terminate or suspend Services. If we continue providing Services, this does not mean we have reviewed or approved any use of the Services, or any information transmitted through the Services.

**c. You have certain obligations upon termination**

You must cease all use of the Services as of the effective date of termination. You must pay in full for your use of the Services up to the date that this Agreement is terminated and the Services are disconnected (subject to applicable law).

You must return all Xfinity Equipment to us at our local service center or to our designated agent within ten (10) days of the date on which the Services are disconnected. You must return the Xfinity Equipment in working order, with the exception of normal wear and tear. If you fail to return the Xfinity Equipment, we will charge you an Unreturned Equipment Fee. As the owner of the Xfinity Equipment at all times, we have the right to retrieve any equipment you fail to return. We (or our agents) may request access to your Premises to remove all Xfinity Equipment and other material provided by us during regular business hours at a mutually agreed upon time.

**10. LIMITED WARRANTY**

TO THE EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR ANY OF OUR SERVICE PROVIDERS, AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS, OR BUSINESS PARTNERS (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES) (COLLECTIVELY, THE "RELEASED ENTITIES") WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED, UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

**11. LIMITATION OF LIABILITY**

**a. Application**

The limitations of liability in this Section 11 apply to our acts, omissions, and negligence, and any acts, omissions, or negligence by a Released Entity which, but for the provisions of this Section 11, could give rise to a cause of action in contract, tort, or under any other legal doctrine.

**b. Our liability for Customer Equipment is limited**

YOU UNDERSTAND THAT OPENING, UPDATING, ACCESSING, OR USING CUSTOMER EQUIPMENT IN CONNECTION WITH THE SERVICES MAY VOID WARRANTIES PROVIDED BY THE MANUFACTURER OR OTHER THIRD PARTIES. NEITHER WE NOR ANY OF THE RELEASED ENTITIES WILL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF (i) THE VOIDING OF ANY SUCH WARRANTIES, OR (ii) FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT, EXCEPT DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY US OR A RELEASED ENTITY WE WILL PAY, AT OUR SOLE DISCRETION, FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$500. THIS WILL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.

**c. Our liability for viruses and bugs is limited**

Software or applications installed on your Customer Equipment, downloaded to your Customer Equipment, or available through the Internet may contain viruses or other harmful features. It is your sole responsibility to take appropriate precautions to protect your Customer Equipment. We may, but are not required to, terminate all or any portion of the Services if a virus or other harmful feature, bug, or software is present on your Customer Equipment and/or causes harm to the Services. We may, in our sole discretion, install or run software to check for viruses and other harmful features, including on your Customer Equipment. We make no representation or warranty that any virus check software will detect, correct, or resolve any or all viruses. You may incur additional charges for any service call related to a virus or other harmful feature detected on your Customer Equipment. WE AND THE RELEASED ENTITIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

**d. Our liability for certain installations and modifications is limited**

As part of the installation process for software and other components of the Services, we may need to modify system files on Xfinity Equipment or your Customer Equipment. We may make these modifications in connection with installing software or applications, or allowing access to our online portals. We make no representations, warranties, or covenants as to whether these modifications or this software will disrupt the normal operations of the Services or your Customer Equipment, including causing the loss of files. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. WE AND THE RELEASED ENTITIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA RESULTING FROM OUR MODIFICATIONS TO SYSTEM FILES AND/OR INSTALLATION OF SOFTWARE OR OTHER COMPONENTS OF THE SERVICES.

**e. Our liability for other services or equipment is limited**

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST US AND THE RELEASED ENTITIES FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY WILL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

**f. Our liability for disruption of Services is limited**

The Services are not fail-safe, and are not designed or intended for use in situations that qualify as "High Risk Activities." High Risk Activities include activities requiring fail-safe performance, or where an error or interruption in the Services could lead to severe injury to businesses, persons, property, or the environment. High Risk Activities also include vital business or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risk of any damages resulting from use of the Services in connection with High Risk Activities.

We will not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our immediate control, including (but not limited to) the following: (i) causes attributable to you, your Customer Equipment, your Premises, your property, or third parties, including our inability to access your Premises or any third-party negligence or willful misconduct; (ii) failure of any signal or satellite, loss of use of poles or other utility facilities, or any failure or reduction of power; (iii) labor disputes, riot or insurrection, war, explosion, malicious mischief, fire, flood, lightning, earthquake, weather conditions, or other acts of God; or (iv) any court order, law, act, or order of government restricting or prohibiting the operation or delivery of the Services.

In all other cases of an interruption of the Services, you may request a pro rata credit for any Service interruption exceeding twenty-four (24) consecutive hours after the interruption is reported to us (or another period of time provided by law). You must request a pro rata credit within 120 days of the Service interruption. Unless required by law, your pro rata credit will not exceed your fixed monthly charges for the Services that month. Your pro rata credit will exclude all nonrecurring charges, one-time charges, per-call or measured charges, regulatory fees, and surcharges, taxes, and other governmental and quasi-governmental fees. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, A CREDIT WILL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICES.** Any additional credits, if any, are provided by us at our sole discretion and will not constitute, or be construed as, a course of conduct.

If your Services are interrupted, you may have certain rights depending on where you live.

**For Connecticut residents:** In the event of an interruption of TV of more than twenty-four (24) consecutive hours and of which we have received actual notice, a credit will be issued to your TV monthly service charges for the length of time TV was interrupted.

**For Maine residents:** In the event TV is interrupted for more than six (6) consecutive hours in a thirty (30) day period, you may request a pro-rata credit or refund by calling 1-800-XFINITY.

**For New York residents:** In the event TV is interrupted for at least four (4) hours between 6:00 p.m. and 12:00 a.m., except for emergency notice events, a credit equal to one day will be issued to your TV monthly service charges. If TV is interrupted for less than four (4) hours or outside of the hours of 6:00 p.m. and 12:00 a.m., please call 1-800-XFINITY to request a credit.

**g. Our liability for third parties is limited**

Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide the Services. This may include third-party services, equipment, infrastructure, or content. We are not bound by any undertaking, representation, or warranty made by an agent, or employee of ours, or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. We are not responsible for and have no liability with respect to any services, equipment, infrastructure, and content that are not provided by us, or the performance (or non-performance) of third-party services, equipment, infrastructure, or content, even if they are components of the Services. You should address questions or concerns relating to third-party services, equipment, infrastructure, and content to the corresponding third-party provider. We do not endorse or warrant any third-party services, equipment, infrastructure, or content that are distributed or advertised over the Services.

**h. Our liability for damages is limited**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, WE AND THE RELEASED ENTITIES WILL HAVE NO LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TORT OR CONTRACT):

(i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOSS



OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH CUSTOMER EQUIPMENT OR THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, OR DELAYS IN TRANSMISSION); OR

(ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE SERVICES OR THE CUSTOMER EQUIPMENT BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**i. These are your sole remedies**

This Agreement sets forth your sole and exclusive remedies. Some of the above limitations on our liability may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, our liability and the liability of any Released Entity is limited to the maximum extent permitted by law.

**j. These limitations survive termination**

All representations, warranties, indemnifications, and limitations of liability contained in this Agreement will survive termination of this Agreement. Any other obligations hereunder will also survive if they relate to the period before termination or if, by their terms, they would be expected to survive termination.

**12. ONE YEAR LIMITATION PERIOD**

YOU MUST INITIATE ANY PROCEEDING OR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENTS OR FACTS. FOR BILLING DISPUTES, SUBJECT TO APPLICABLE LAW AND OUR BINDING LEGAL OBLIGATIONS, YOU MUST NOTIFY US WITHIN 120 DAYS OF THE DATE ON THE BILL YOU ARE DISPUTING OR YOU WAIVE THE RIGHT TO DISPUTE THE BILL.

**13. BINDING ARBITRATION, AND CLASS/COLLECTIVE/REPRESENTATIVE ACTION/RELIEF WAIVER**

Any Dispute involving you and us shall be resolved through individual arbitration as described in this Section 13 (the **"Arbitration Provision"**). This Arbitration Provision is a material and mutually beneficial component of this Agreement. In arbitration, there is no judge or jury, and there is less discovery and appellate review than in court.

**a. Definitions**

This Arbitration Provision shall be interpreted broadly. **"Dispute"** means any and all claims or controversies arising out of or related to any aspect of our relationship, including, but not limited to, any and all: (i) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (ii) claims or controversies that arose before this Agreement or any prior agreement; (iii) claims or controversies that arise after the expiration or termination of this Agreement; and (iv) claims or controversies that are the subject of purported class, collective, or representative action litigation. However, these terms do not apply to any Dispute as to which you have personally initiated a lawsuit or arbitration prior to agreeing to this Arbitration Provision. As used in this Arbitration Provision, **"us"** and **"we"** means Comcast Cable Communications, LLC and any of its parents, subsidiaries, and other affiliates, each of their respective predecessors, successors, and assigns, and each of their respective officers, directors, employees, and agents; and **"you"** means you and any users or beneficiaries of the Services.

**b. Exclusions**

NOTWITHSTANDING THE FOREGOING, THE FOLLOWING DISPUTES WILL NOT BE SUBJECT TO ARBITRATION: (i) DISPUTES RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS ARBITRATION PROVISION; (ii) DISPUTES THAT ARISE BETWEEN US AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); (iii) DISPUTES THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE; AND (iv) DISPUTES ARISING FROM THE VIOLATION OR THREATENED VIOLATION OF INTELLECTUAL PROPERTY RIGHTS (I.E., COPYRIGHT, PATENT, TRADEMARK, OR TRADE SECRET RIGHTS).

**c. Right to Opt Out**

IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH US ARBITRATED BY NOTIFYING US, WITHIN 30 DAYS OF YOUR FIRST SERVICE ACTIVATION, (i) BY VISITING [xfinity.com/arbitrationoptout](http://xfinity.com/arbitrationoptout), OR (ii) IN WRITING BY MAIL TO: COMCAST, 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/ARBITRATION. ANY SUCH WRITTEN NOTIFICATION TO US MUST INCLUDE YOUR NAME, SERVICE ADDRESS, AND COMCAST ACCOUNT NUMBER, AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR THE SERVICES PROVIDED BY US. IF YOU HAVE PREVIOUSLY OPTED OUT OF ARBITRATION WITH RESPECT TO THE ACCOUNT GOVERNED BY THIS AGREEMENT, YOU DO NOT NEED TO DO SO AGAIN. BUT YOU MUST SEPARATELY OPT OUT FOR EACH ACCOUNT UNDER WHICH YOU RECEIVE SERVICES. ANY OPT-OUTS SUBMITTED AFTER THIS 30-DAY PERIOD WILL NOT BE EFFECTIVE AND ALL DISPUTES WITH US WILL BE ARBITRATED.

**d. Initiation of Arbitration Proceeding/Selection of Arbitrator**

Before either party initiates an arbitration proceeding, that party must first provide an opportunity to resolve the Dispute by sending the other party a written Notice of Dispute (**"Notice"**). You may download a Notice form at [xfinity.com/nod](http://xfinity.com/nod). You may send the completed Notice by U.S. mail to Comcast, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838 – ATTN: LEGAL DEPARTMENT/ARBITRATION, or submit the completed Notice electronically by following the instructions at [xfinity.com/nod](http://xfinity.com/nod). We may send you the completed Notice by either posting the Notice at [xfinity.com](http://xfinity.com), your account, or sending you the Notice by mail to the Premises or by email at the email address we have on file for your account. The Notice must include all of the information requested on the Notice form, including, as applicable: (i) the noticing party's name; (ii) the relevant Comcast account number(s) and service address of the Premises; (iii) the Services (if any) to which the Dispute pertains; (iv) a description of the nature and basis of the Dispute; (v) an explanation of the specific relief sought and the basis for any damages calculations; (vi) the noticing party's signature; and (vii) if you have retained an attorney, your signed statement authorizing Comcast to disclose your confidential Account records and other information to your attorney if necessary to resolve your Dispute. You and we each agree to negotiate to resolve the Dispute in good faith, and that neither you nor we may initiate an arbitration proceeding unless you and we are unable to resolve the Dispute within 60 days of the other's receipt of a complete Notice that includes all of the foregoing information. (If you or we send an incomplete Notice, the 60-day good faith negotiation period will begin only after the complete Notice is received by you or us.) During the 60-day good faith negotiation period, we will meet via telephone or videoconference, in a good-faith effort to confer with each other and try to informally resolve the Dispute. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference personally. Likewise, if we are represented by counsel, our counsel may participate in the conference as well, but we agree to have a company representative fully participate in the conference. Any statute of limitation relevant to a Dispute under applicable law shall be tolled from the date of receipt of a completed Notice, through and including the foregoing negotiation period, and continuing until final resolution of any arbitration proceeding, unless the party providing the Notice of Dispute withdraws or abandons the Dispute at any point, or the arbitration proceeding is withdrawn or dismissed. Failure to complete the requirements of the 60-day good faith negotiation period is grounds for dismissal of any arbitration proceeding, described below.

Any Dispute that the parties cannot resolve through the 60-day good faith negotiation period must be brought on an individual basis and will be resolved exclusively by final and binding arbitration (**"Arbitration"**) before an arbitrator mutually selected by the Parties (the **"Arbitrator"**). You may initiate an Arbitration by sending a demand that includes all of the information required in the Notice to: Comcast, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838 – ATTN: LEGAL DEPARTMENT/ARBITRATION.

The parties will meet and confer in good faith to select an Arbitrator and applicable fee schedule subject to Section 13(h) herein. The Arbitrator must have experience with the subject matter of the Dispute. For purposes of this Section, good-faith meet-and-confer efforts require that each party propose at least three arbitrators who meet the qualifications described in this Agreement. If, after 60 days of good faith meet and confer efforts, the Parties are unable to agree on an arbitrator, either Party may petition the state or federal courts in the county and state where you reside, to appoint an arbitrator meeting the requirements herein from the arbitrators proposed by the parties.

**e. Right to Sue in Small Claims Court**

Notwithstanding anything in this Arbitration Provision to the contrary, either you or we may elect to have a Dispute heard in a small claims court in the area where you receive(d) Services from us, if the claim(s) underlying the Dispute is not aggregated with the claim(s) of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

**f. Arbitration Procedures**

Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered pursuant to the most recent version of the American Arbitration Association (**"AAA"**) Consumer Arbitration Rules and Mass Arbitration Supplementary Rules (the **"AAA Rules"**), with the exclusion of any associated fee schedules and as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. The selection of the AAA Rules is meant to govern procedural issues only, and such selection does not mean that AAA will administer the Arbitration or appoint the Arbitrator. You can obtain the AAA Rules from the AAA by visiting its website ([adr.org](http://adr.org)). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA Rules, this Arbitration Provision shall govern. A single Arbitrator will resolve the Dispute. Unless you and we agree otherwise, any Arbitration hearing will take place at a location convenient to you in the area where you receive Services from us. If you no longer receive Services from us when you notify us of your Dispute, then any Arbitration hearing will take place at a location convenient to you in the county where you reside when you

notify us of your Dispute, provided that we offer Services in that county, or in the area where you received Services from us at the time of the events giving rise to your Dispute. The parties may mutually agree that the Arbitration be conducted via electronic or telephonic means, including via the submission of documents only through a desk Arbitration as described in the AAA Rules. The Arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The Arbitrator shall issue a reasoned written decision that explains the Arbitrator's essential findings and conclusions. The Arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the Arbitrator's award. An Arbitrator's award that has been fully satisfied shall not be entered in any court.

**g. WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS/RELIEF**

THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED (i) ON A CLASS ACTION, COLLECTIVE ACTION OR (ii) 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. EACH PARTY MAY PROCEED AS TO ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM, AND THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THIS WAIVER OF CLASS, COLLECTIVE OR REPRESENTATIVE ACTIONS AND RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

**h. Arbitral Fees and Costs**

If the Arbitrator finds that the costs and fees of an Arbitration you initiate will be prohibitive for you as compared to the costs of litigation, we will pay as much of your filing, arbitrator, and hearing fees in the Arbitration as the Arbitrator deems necessary to prevent the Arbitration from being cost prohibitive, regardless of the outcome of the Arbitration. However, if the Arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), you shall reimburse us for any fees and costs that were advanced by us on your behalf. You may hire an attorney to represent you in Arbitration. You are responsible for your attorneys' fees and additional costs. You may only recover your attorneys' fees and costs in the Arbitration if (i) the Arbitration is decided in your favor and to the extent that you could have recovered those fees in court in accordance with the law or statute(s) that apply to the case or (ii) the Arbitrator finds that any Dispute we bring against you was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay.

**14. WAIVER OF JURY TRIAL**

**WHETHER ANY DISPUTE IS RESOLVED IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN RELATION TO THE DISPUTE.**

**15. WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS/RELIEF**

IN ADDITION TO, AND NOTWITHSTANDING SECTION 13(g) ABOVE, AND TO THE EXTENT ALLOWABLE AND NOT PRECLUDED BY THE LAW OF THE STATE IN WHICH YOU RESIDE, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE LITIGATED (a) ON A CLASS ACTION, COLLECTIVE ACTION, OR (b) 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. EACH PARTY MAY PROCEED AS TO ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A (c) PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR (d) REPRESENTATIVE OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

**16. INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US AND EACH RELEASED ENTITY HARMLESS FROM AND AGAINST ANY DAMAGES, LOSSES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICES OR THE CUSTOMER EQUIPMENT; (b) YOUR ACTUAL OR ALLEGED VIOLATION OF APPLICABLE LAW; (c) YOUR FAILURE TO NOTIFY US OF A CHANGE IN OR THE INACCURACY OF THE INFORMATION YOU PROVIDED (INCLUDING, FOR EXAMPLE, CLAIMS UNDER THE TELEPHONE CONSUMER PROTECTION ACT AND RELATED REGULATIONS); AND (d) YOUR BREACH OF THIS AGREEMENT OR ANY APPLICABLE POLICIES.

**17. MONITORING AND RECORDING**

You agree that, in accordance with our Privacy Policy, located at [xfinity.com/privacy/policy](https://xfinity.com/privacy/policy), we (and our agents) may monitor and record any telephone calls or other communications, regardless of medium (a) between us (and our agents) and you or your agents, or (b) between us (and our agents) and any user of your Services or Customer Equipment, or any phone number associated with your account.

**18. OUR INTELLECTUAL PROPERTY RIGHTS**

All Services, information, documents, materials, firmware, and software we provide are protected by trademark, copyright, patent, and other intellectual property laws and international treaty provisions. You are granted a revocable license to use our firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You have no other license to use firmware or software embedded in or used to provide the Services. You must not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

All of our and our affiliates' websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "**Marks**") are and will remain our and our affiliates' exclusive property. Nothing in this Agreement grants you the right or license to use any of the Marks.

**19. YOUR REPRESENTATIONS AND WARRANTIES**

**You represent and warrant that you are at least 18 years of age and that you have provided us with information that is accurate, complete, and current.** For example, you must provide us with your accurate, complete, and current legal name, address (including apartment, unit, suite number, etc., where applicable), telephone number(s), the number of devices on which or through which the Services are being used, and payment information. You must also provide accurate information when authorizing recurring payments. You agree to promptly update your contact information to keep it accurate and complete. **YOU ARE RESPONSIBLE FOR MAINTAINING THE ACCURACY OF YOUR INFORMATION, EVEN AFTER TERMINATION OF THIS AGREEMENT, UNTIL YOU PAY ALL AMOUNTS DUE AND RETURN ALL XFINITY EQUIPMENT. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT.**

**You represent and warrant that you will comply with all applicable laws, including export rules.**

**20. CONSENT TO COMMUNICATIONS FROM COMCAST**

You agree that Comcast or third parties acting on Comcast's behalf may call, text or email you at any telephone number or email address that you provide to Comcast or that Comcast issues to you, and may do so for any purpose relating to your account and/or the Services to which you subscribe. You expressly consent to receive such calls, texts and emails and agree that these calls, texts and emails are not unsolicited. You understand and acknowledge that calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. If you do not wish to receive these call and texts, you may visit the Preference Center at [xfinity.com/donotcontact](https://xfinity.com/donotcontact) to manage your communications preferences. You understand and acknowledge that this is the exclusive means of opting out of such communications. You may not opt-out of receiving certain communications pertaining to your account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, and harm caused to the network. Message frequency depends on your activity with your Services. Message and/or data rates may apply.

**21. INFORMATION PROVIDED TO THIRD PARTIES**

We are not responsible for any information provided by you to third parties including credit/debit card or banking information, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Services. You assume all privacy, security, and other risks associated with providing any information, including customer proprietary network equipment or personal information, to third parties via the Services. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

**22. ASSIGNABILITY**

You may not assign your right to use the Services without our authorization. You may not assign your rights and obligations under this Agreement. We may freely assign this Agreement, any of our rights and obligations, or any debt you owe us, without notifying you.

**23. RETENTION OF RIGHTS**

We may decide not to enforce our rights or exercise a remedy under this Agreement in a specific instance. This will not be a waiver of our rights or remedies. Nothing contained in this Agreement limits our rights and remedies available at law or in equity. If this Agreement terminates, we (and the Released Entities) reserve the right to delete all of your data, files, electronic messages,

voicemails, user account names, email addresses, IP addresses, websites, or other information that are stored and/or used with the Services. If you cancel Voice without porting your service or telephone number to another service provider, you will forfeit the telephone number. We and the Released Entities will not be liable for the loss of any data, information, or phone numbers.

## 24. ENTIRE AGREEMENT, SEVERABILITY

This Agreement, any additional terms related to the Services, and any other documents incorporated into this Agreement by reference, form the entire agreement between you and us. No other written or verbal agreements between us have any legal force or effect. If any part of this Agreement is found invalid or unenforceable, that part will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, if permitted by applicable state law. The remainder of the Agreement shall be considered severable and shall not be affected by such determination, and the rights and obligations of the Parties will remain in effect. Neither the course of conduct between us, nor trade practice, can modify this Agreement.

## 25. CONTACT US

If our local office cannot resolve your problem to your satisfaction, you may write to the Comcast corporate offices at 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-2838, Attention: Executive Customer Relations.

If you experience a problem with your Services, please contact us first and give us an opportunity to resolve your problem.

- **Massachusetts Residents:** In addition, if you are unsatisfied with our handling of your TV complaint, you may contact the Consumer Division of the Department of Telecommunications and Cable (DTC) toll free at 1-800-392-6066, or you may write to them at 1000 Washington Street, Suite 600, Boston, MA 02118.
- **Connecticut Residents:** If a TV matter is not resolved to your satisfaction, please contact the Connecticut Public Utilities Regulatory Authority at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-1553 (outside Connecticut) or TDD 1-860-827-2837.
- **New York Residents:** If your TV concerns have not been resolved, contact your local government, or call the **New York State Public Service Commission (PSC) at 1-800-342-3377**, or write to: **Customer Service Representative, New York State Public Service Commission, Office of Customer Services**, Three Empire State Plaza, Albany, NY 12223-1350.
- **New Hampshire Residents:** The Office of the Attorney General Consumer Protection Bureau has the authority to enforce consumer protection laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair or deceptive practices of the cable company to: Office of the Attorney General, Consumer Protection Bureau, 33 Capitol Street, Concord, NH 03301.
- **Maine Residents:** The Office of the Attorney General Consumer Protection Division has the authority to enforce consumer protection laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair or deceptive practices of the cable company to: Office of the Attorney General, Consumer Information and Mediation Service, 6 State House Station, Augusta, ME 04333.

## 26. SURVIVAL

The following sections shall survive the termination of your Services with us: Section 11, Section 13, Section 14, Section 15, Section 16, and Section 19.