

Comcast IP Data Suite Acceptable Use Policy

Last revised and effective: December 1, 2020

Introduction This acceptable use policy (this “AUP”) defines acceptable practices relating to the use of Comcast's Wholesale Internet Services (the “Service”) by customers of this Comcast Service (“Customers”) with an executed agreement for the Service (the “Agreement”) and by end users who have gained access to the Service through Customer accounts (“Users”). This AUP is made in addition to any other restrictions contained in the Agreement.

By using the Service, you acknowledge that you and your Users are responsible for compliance with this AUP. You are responsible for violations of this AUP by any User who accesses the Services through your account. While it is not our intent to control or monitor online experience or the content of online communications, we may restrict access to unlawful, harmful or offensive content that we deem to be in violation of this AUP. This AUP applies to all aspects of the Service.

“Comcast,” “we,” “us,” or “our” means Comcast Cable Communications LLC, and its subsidiaries and affiliates. “Comcast Network” or “Network” includes, without limitation, Comcast's constructed or leased transmission network, including all equipment, systems, facilities, services and products incorporated or used in such transmission network. As used in this AUP, “you” refers to Customers, and any reference to “Users” is intended to encompass, as applicable, both Customers and their Users. All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Agreement.

This AUP is designed to assist in protecting the Comcast Network, the Service, our Customers and Users and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve Service and to improve Service offerings. In situations where data communications are carried across networks of other Internet Service Providers (“ISP(s)”), Users of the Comcast Network must also conform to the applicable acceptable use policies of those other ISPs.

Complaints and Contact Information Sites experiencing live attacks from Comcast Customers should call our Network Operations Center (“NOC”) to submit a complaint. Describe the urgency of the situation should you need immediate attention.

1-888.262.7300, option 2, option 2 cbc_noc@cable.comcast.com

RIGHTS OF COMCAST

Suspension or Termination of Service If while using the Service Users engage in conduct or a pattern of conduct, including without limitation repeated violations whereby correction of individual violations does not in Comcast’s sole discretion correct a pattern of the same or similar violations, that violates this AUP, or is otherwise illegal, Comcast reserves the right to suspend, restrict and/or terminate the Service or the User's access to the Service.

Comcast will generally attempt to notify you of any activity in violation of this AUP and request that you cease such activity. However, in cases where the operation or integrity of the Comcast Network is threatened or cases involving a pattern of violations, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, suspected fraud in connection with the use of Service, harassment or copyright infringement, and in compliance with applicable law, we reserve the right to restrict, suspend or terminate your Service or access to the Service immediately and without notification. In addition, we may take any other appropriate action against you for violations of this AUP, including repeated violations wherein correction of individual violations does not in Comcast's sole discretion correct a pattern of the same or similar violations. We generally do not, nor do we have any obligation, to monitor or control activity occurring using the Service except as required by law and will have no liability to any party, including you, for any violation of this AUP.

Cooperation with Investigations Comcast will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. Comcast reserves the right to disclose customer information to the extent authorized by federal or state law. In those instances involving child exploitation materials, Comcast complies with all applicable federal and state laws including providing notice to the National Center for the Missing and Exploited Children or other designated agencies. You expressly authorize and consent to Comcast and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Comcast reserves the right to investigate suspected violations of this AUP, including the gathering of information from the User or Users involved and the complaining party, if any, and examination of material on Comcast's servers and network, if applicable. During an investigation, Comcast may suspend or restrict the account or accounts involved.

Modifications to AUP Comcast may revise this AUP from time to time by posting a new version on this Web site at <http://www.comcast.com/dedicatedinternet/> or any successor URL(s) (the "**Dedicated Internet Service Website**").

Comcast will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the Dedicated Internet Service Website. Revised versions of this AUP are effective immediately upon posting. You can send questions regarding this AUP to, and report violations of it to <https://www.comcasttechnologiesolutions.com/contact-us>. To report a child exploitation incident involving the Internet, go to <https://internetsecurity.xfinity.com/help/report-abuse>.

Prohibited Uses Comcast manages its IP backbone Network in a manner consistent with generally accepted industry standards and practices, such as routing to avoid congestion. In general, this AUP prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. Failure to comply with this AUP may result in the suspension, restriction or termination of the Service. Prohibited uses and activities include, but are not limited to, use of the Service or associated equipment, by you or a User, either individually or in combination with one another, to:

Network usage and information restrictions

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;

- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as “spam;” use another party’s electronic mail server to relay e-mail without express permission from such other party;
- send large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send large messages or files that disrupts a server, account, newsgroup, or chat service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- use IRC (Internet Relay Chat) or other chat services or tools to flood chats, or use unattended clones, bots, or other automated programs to engage in chats;
- falsify, alter, or remove message headers;
- impersonate any person or entity, engage in sender address falsification, forge anyone else’s digital or manual signature, or perform any other similar fraudulent activity;
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or web site that you access or use;
- falsify references to Comcast or its network, by name or other identifier, in messages;
- intentionally or negligently inject false data into the Internet, for instance in the form of bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information;
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature;
- resell the Service except as expressly permitted by your Agreement;
- interfere with computer networking or telecommunications service to any user, host or network, including, for example, denial of service attacks, “mailbombing,” flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host;
- interfere with Comcast's ability to control or block ports for safety and security purposes and as part of its overall network management;
- engage in any activity that restrict, inhibit, compromise, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Comcast (or Comcast supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Service;
- engage in any other inappropriate activity or abuse of the Service (as determined by us in our sole discretion), whether or not specifically listed in this AUP.

Complaints Comcast sometimes receives complaints directly from Internet users, through Internet organizations and through other parties. Comcast shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before taking action under this AUP. A complaint from the recipient of commercial e-mail, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. Comcast has no obligation to forward the complaint to the User or to identify the complaining parties. In most cases, we will notify our Customer(s) of complaints received by us regarding an alleged violation of this AUP. You agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this AUP. We may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall consent to and identify a representative for the purposes of receiving such communications.

This listing of prohibited activities is not exhaustive and Comcast reserves the right to determine that any conduct that is or could be harmful to the Comcast Network, Comcast's Customers or Internet users is in violation of this AUP and to exercise any or all of the remedies contained in this AUP.

Responsibilities of Customers In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Service that violates this AUP, even if it was committed by an employee, contractor, customer, or guest with access to your Service account. You are solely responsible for maintaining the confidentiality of account information, as well as the security of their network. You agree immediately to notify Comcast of any unauthorized use of your account or any other breach of security known to you. All Users of the Comcast Network are responsible for notifying Comcast immediately if they become aware of any violation of this AUP, or any impending event that may negatively affect the Comcast Network. This includes extortion threats that involve threat of "denial of service" attacks, unauthorized access, or other security events.

Configuration All Users of the Comcast Network are responsible for configuring their own systems to provide the maximum possible accountability. Comcast shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Comcast. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited systems.

Enforcement Comcast does not routinely monitor the activity of individual Service accounts for violations of this AUP, except for determining aggregate data transmission. However, in connection with Comcast's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage and transmissions in order to, among other things, operate the Service; identify violations of this AUP; and/or protect the integrity of the Network, the Service and Comcast Customers and Users.

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

The failure of Comcast or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of your Service or your Agreement.

Claims of Copyright Infringement Users and copyright owners should refer to the Comcast Digital Millennium Copyright Act (DMCA) Policy at www.xfinity.com/dmca to learn more about how Comcast handles notifications of alleged copyright infringement and its repeat infringer policy.

Additional Terms and Conditions The use of the Comcast Network by a Customer of Comcast is subject to the terms and conditions of any agreements entered into by such Customer and Comcast. This AUP is incorporated into such agreements by reference.