

**INFORMATIONAL TARIFF CONTAINING THE  
GENERAL REGULATIONS  
APPLYING TO COMMERCIAL MOBILE RADIO SERVICE  
WITHIN THE STATE OF LOUISIANA**

This tariff contains a general description of regulations applicable to the furnishing of Commercial Mobile Radio Service (“CMRS” or “wireless service”) provided by Comcast OTR1, LLC within the State of Louisiana. This tariff is on file with the Louisiana Public Service Commission (“Commission”) and is intended for informational purposes only.

This tariff is governed and interpreted according to the laws of Louisiana.  
Comcast Customer Service: 1-800-COMCAST

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By:

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## 1. APPLICATION OF TARIFF

### 1.1. GENERAL

This informational Tariff contains the general regulations, terms and conditions applicable to the provision of Commercial Mobile Radio Service provided by Comcast OTR1, LLC, within the State of Louisiana. Services, features, and functions will be provided where facilities, including but not limited to, billing and technical capabilities are available.

The content of this Tariff should not be construed as being fully representative of all of the applicable Terms and Conditions for service.

### 1.2. TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued material.
- (I) To signify a change resulting in a rate increase.
- (M) To signify material moved from or to another part Tariff location.
- (N) To signify new material.
- (R) To signify a change resulting in a rate reduction.
- (T) To signify a change in text but no change to rate or regulation.

## 1. APPLICATION OF TARIFF

### 1.3. TECHNICAL TERMS AND ABBREVIATIONS

Activation – Configuration of a wireless phone so that it is ready to be used to transmit and receive calls on the wireless network.

Activation Fee – A one-time up-front charge for activation of a wireless phone.

Airtime – Total time that a wireless phone is connected and in use for talking. This includes use for calls both received and placed.

Authentication – A feature used to reduce fraud by confirming the identity of a phone to the wireless network.

Automatic Call Delivery – A service feature that allows a user to receive calls when roaming outside of the phone's home coverage area.

Call Waiting – A feature that allows a user to be notified of another incoming call while a call is already in progress and gives the user the ability to answer the second call while the first call remains on hold.

Caller ID – A feature that displays a caller's telephone number and/or name before the call is answered.

Carrier – A company that provides telecommunications services.

Cellular – The type of wireless communication that is most familiar to mobile phones users. Called 'cellular' because the system uses many base stations to divide a service area into multiple 'cells'. Cellular calls are transferred from base station to base station as a user travels from cell to cell.

CMRS – Commercial Mobile Radio Service.

"Commission" or "P.S.C." – The Louisiana Public Service Commission.

"Company" or "Comcast" – Whenever used in this Tariff refers to Comcast OTR1, LLC, unless otherwise specified.

Coverage Area – The geographic area served by a wireless system. Same as Service Area.

**1. APPLICATION OF TARIFF**

**1.3. TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

Customer – Any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this Tariff and is responsible for the payment of charges.

Handset – Any hand held device used to transmit and receive calls from a wireless system. Also known as a wireless phone, a cellular phone, a mobile phone, a PCS phone and many other terms.

MMS (Multimedia Messaging Service) – Similar to SMS, but in addition to plain text, MMS messages may include multimedia elements such as pictures, video and audio. These multimedia elements are included in the message, not as attachments as with email.

No Service Indicator – A feature of wireless phones that tells the user that wireless service is unavailable in a particular location. Usually an LED on the handset.

Prepaid Cellular/Wireless – A service plan offered by some wireless carriers that allows subscribers to pay in advance for wireless service.

Ringtone – A sound from your phone used to signal an incoming call or message. On most newer phones additional sounds can be downloaded from the wireless system or by data cable.

Roaming – Using your wireless phone in an area outside its home coverage area. There is usually an additional charge for roaming.

Service Area – The geographic area served by a wireless system. Same as Coverage Area.

Service Plan – A contract between a wireless carrier and a wireless subscriber that details the terms of the wireless service including rates for activation, access and per minute usage.

SMS (Short Messaging System) – A feature of PCS phones (primarily GSM) that allows users to receive and sometimes transmit short text message using their wireless phone.

**1. APPLICATION OF TARIFF**

**1.3. TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

Spectrum - The entire range of electromagnetic frequencies.

Subscriber – A cellular phone user.

Toll-Free Calling Area – An area in which calls can be placed without incurring long distance charges.

User – A Customer or any other person authorized by a Customer, to use service provided under this Tariff.

Voice Mail – A system that answers calls and allows user to reply to, save, delete, or forward messages.

WAP (Wireless Application Protocol) – A global protocol used in many newer wireless devices that allows the user to view and interact with data services. Generally used as a means to view Internet web pages using the limited transmission capacity and small display screens of portable wireless devices.

Wireless Carrier – A company that provides wireless telecommunications services.

Wireless Telecommunications Services – The type of wireless communication that is most familiar to mobile phones users. Wireless calls are transferred from base station to base station as a user travels from cell to cell.

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## 2. GENERAL REGULATIONS

### 2.1. TERMS AND CONDITIONS

#### 2.1.1. GENERAL

- A. The Company undertakes to provide the services offered in this Tariff on the terms and conditions specified herein. The Company reserves the right to change the terms and conditions of the Company's wireless service offering without notice.
- B. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. For the purpose of computing charges, a month is considered to have 30 days.
- C. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain suitable rights and facilities including, but not limited to, billing and technical capability, without unreasonable expense, and to provide for the installation of those facilities.
- D. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.

#### 2.1.2. TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Comcast OTR1, LLC will do business in Louisiana under the name Comcast.

#### 2.1.3. TERMS AND CONDITIONS OF SERVICE

- A. The Terms and Conditions described herein govern the sale and delivery of wireless services ("Service" or "Services") to eligible subscribers by the Company and is between the Customer (the purchaser or User of the Service) and the Company.
- B. The Company reserves the right to change or modify any of these Terms and Conditions of Service at any time and at the Company's sole discretion. Any changes or modifications to the Company's Terms and Conditions of service will supersede anything found in this informational tariff once posted on the Company website. Conditions of service posted to the Company's website replace and supersede all previous versions of the Terms and Conditions of service.

## 2. GENERAL REGULATIONS

### 2.1. TERMS AND CONDITIONS (CONT'D)

#### 2.1.4. MAINTENANCE AND REPAIR

The Company shall not be responsible for the installation, operation, maintenance or repair of any customer-provided equipment.

#### 2.1.5. CUSTOMER RESPONSIBILITY

- A. The Customer is responsible for payment of all charges for facilities and services furnished to the Customer, including charges for services originated, or charges accepted at such facilities.
- B. All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by the Company is borne by the Company unless otherwise specified elsewhere. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed. The Company may suspend a Customer's service while the Customer effectuates replacement or repair of equipment. In the case of a mobile handset, the Customer may be charged an equipment replacement fee.
- C. The Customer is required to reimburse the Company for loss through theft of equipment or apparatus furnished by the Company.

### 2.2. LIABILITY OF THE COMPANY

#### 2.2.1. SERVICE LIABILITY

- A. The Customer acknowledges that the wireless service may not be completely private and is of such nature that wireless may be interrupted, lost or limited for many reasons other than the negligence of the Company, including, but not limited to, dialing errors, power failures, leaving wireless coverage area, malfunctioning equipment, interruptions in the Company's interconnections to wireless, wireless or interexchange carriers, "dead spots" or other incomplete coverage areas within Company's local service area.
- B. The Company shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of the Company.



**2. GENERAL REGULATIONS**

**2.2. LIABILITY OF THE COMPANY (CONT'D)**

**2.2.1. SERVICE LIABILITY (CONT'D)**

- C. The Company's liability for its own negligence or any other reason may not in any event exceed the prorated charge for service during the period damages occurred.
- D. In no event shall the Company be liable for any special, incidental or consequential damages, losses or injuries.
- E. No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions or delays of the Company, its agents, servants or employees in the establishing, furnishing, rearranging, moving, terminating or changing of wireless service or facilities.
- F. The Customer agrees to indemnify the Company and hold the Company harmless from all suits, liabilities, costs and claims of any kind arising out of any actions, omissions or use of the service or a cellular station of or by the Customer, any user or any other individual or entity with the Customer's or a user's consent.
- G. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties.
- H. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.
- I. When the facilities of other companies are used in establishing connection to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.
- J. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

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## 2. GENERAL REGULATIONS

### 2.3. CANCELLATION OF SERVICE

- A. The Customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.
- B. When an application for service, for which special engineering must be undertaken is canceled in whole or in part before service is established, the applicant or Customer is required, on demand, to reimburse the Company for all expense incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the service, construction and termination charges otherwise applicable if the service had been established.

### 2.4. TERMINATION OR SUSPENSION OF SERVICE

#### 2.4.1. ABUSE AND FRAUDULENT USE

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

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

#### A. Abuse

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

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.

**2. GENERAL REGULATIONS**

**2.4. TERMINATION OR SUSPENSION OF SERVICE (CONT'D)**

**2.4.1. ABUSE AND FRAUDULENT USE (CONT'D)**

A. Abuse (Cont'd)

3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

B. Fraudulent Use

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

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

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**2. GENERAL REGULATIONS**

**2.4. TERMINATION OR SUSPENSION OF SERVICE (CONT'D)**

**2.4.2. TERMINATION OF SERVICE WITH NOTICE**

The Company may, without incurring any liability, terminate service, with notice, for the following conditions.

- A. Nonpayment of any sum due the Company beyond the payment due date until all charges due have been paid.
- B. Due to the Customer's breach of any provision of the Company's rules, terms and conditions, or due to the Customer's violation of any applicable rule, regulation or tariff or reasonable standards of the Company.
- C. Any use of service that interferes with another Customer's service or that is used for any purpose other than communication.

**2.4.3. TERMINATION OF SERVICE WITHOUT NOTICE**

The Company may, without incurring any liability, discontinue, suspend or refuse service without notice under the following conditions:

- A. The customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service.
- B. The Customer states that it will not comply with a request of the Company for security for the payment for service or advance payments, as specified in this Tariff.
- C. The Customer uses the service to transmit a message, locate a person or otherwise give or obtain information without payment for the service.
- D. Use of the service by the Customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company.

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## 2. GENERAL REGULATIONS

### 2.4. TERMINATION OR SUSPENSION OF SERVICE (CONT'D)

#### 2.4.3. TERMINATION OF SERVICE WITHOUT NOTICE (CONT'D)

- E. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by:
1. Using or attempting to use the service by rearranging, tampering with, or making unauthorized connections to the Company's service; or
  2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  3. Due to the Customer's use of the service fraudulently or in violation of any laws, rules or regulations.

#### 2.4.4. SUSPENSION OF SERVICE

The Company may, at its discretion, suspend service to a Customer for up to three (3) months (i) at the Customer's request, or (ii) for noncompliance with the service agreement, which is susceptible to cure.

### 2.5. RESTORATION OF SERVICE

When a Customer's service has been disconnected in accordance with this Tariff, service will be re-established only upon the basis of an application for new service.

If a Customer's service is restored after having been suspended in accordance with the Tariff but a service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a service restoral fee.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoral fee in the amount of \$20.00. If the Customer has a history of payments returned for insufficient funds, the Company 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 the check.

**2. GENERAL REGULATIONS**

**2.6. PAYMENTS AND CHARGES**

**2.6.1. LATE PAYMENTS**

- A. A late payment charge in the amount of 1.5% per month, or the maximum allowable by law, of any balance remaining unpaid after the date due may be added to the Customer's balance due to the Company once that unpaid balance has been due and payable for thirty (30) days or more.
- B. The Customer shall pay all costs, fees and expenses of any kind which the Company may incur in the collection of all amounts due from the Customer, including, without limitation, all Company costs, attorney's fees, collection agency fees or commissions, or other collection or cost, or expenses of any kind or nature.

**2.6.2. RETURNED CHECK CHARGE**

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

**2.6.3. ADVANCE PAYMENT FOR SERVICE**

Where Pre-Paid Service is agreed upon by the Customer and the Company, charges for service must be paid by the subscriber in advance in cash, or where the Customer is creditworthy, charged to a credit card acceptable to the Company.

**2.6.4. BILLING DISPUTES**

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date.

**2.6.5. PROVISION FOR CERTAIN TAXES AND FEES**

In addition to the charges specifically pertaining to the services, certain federal, state, and local taxes, surcharges and fees will be applied to the services. These taxes, surcharges, and fees are calculated based upon the amount billed to the Customer for service.

### 3. DESCRIPTION OF SERVICE

#### 3.1. WIRELESS SERVICE

##### 3.1.1. SCOPE OF SERVICE

- A. Services are limited to the operating range and capacity of the Company's underlying national wireless carrier's facilities or system and may be changed from time to time.
- B. Service depends on over-the-air radio transmissions. Many factors beyond the Company's control may affect the Company's ability to make and receive calls on the Company wireless handset and the quality of those calls including, but not limited to, the location, the conditions of the atmosphere, terrain, nearby buildings and other structures, network capacity issues, system outages or failures of equipment to operate as expected, a problem that occurs with service the Company purchases from someone else, system upgrades, performance of maintenance work, accidents or other events outside of the Company's control. As a result, services, including calls or attempted calls to emergency services, may be interrupted, may fail, or may be below normal quality levels. The Company takes no responsibility for service interruptions or problems caused by factors beyond the Company's control.
- C. Statements by the Company's employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that service will be available without interruption.
- D. Customers agree to hold the Company harmless against any and all claims, demands, actions, or other causes of action (including actions by third parties) arising out of the use or attempted use of the service.
- E. Service is available to consumers, who make a reasonable request, at the charges referenced in Section 3.1.3.C following, and under the terms and conditions contained in and throughout this Tariff.

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### 3. DESCRIPTION OF SERVICE

#### 3.1. WIRELESS SERVICE (CONT'D)

##### 3.1.2. EMERGENCY CALLS

- A. Comcast Customers can reach 911 Emergency services through the Company's wireless service regardless of minutes remaining on the handset.
- B. As previously stated, many factors beyond the Company's control may affect the ability to make and receive calls on a Comcast handset, which include, but are not limited to, atmospheric conditions, terrain, nearby buildings and other structures, network capacity issues, system outages or failures, or equipment to operate as expected, a problem that occurs with service the Company purchases from someone else, system upgrades, performance of maintenance work, accidents or other events outside the Company's control. If a Customer is in an area where the handset is searching for a wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Customers should not rely solely on Comcast handsets in an emergency situation. In an emergency, Customers should locate the nearest landline phone and call for help. Comcast takes no responsibility for service interruptions or problems caused by factors beyond the Company's control.
- C. Statements by Comcast, its employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that service will be available without interruption.

##### 3.1.3. RATES AND CHARGES

- A. Customers are responsible for paying all charges including, but not limited to (a) charges for optional service features selected by the Customer; (b) directory assistance calls; (c) service reconnection charges; (d) all applicable surcharges, fees, taxes, and regulatory charges. Customers are responsible for all charges applicable to Customer handset service, whether or not the Customer was the user of the wireless phone.
- B. Changes to a surcharge, fee or tax will become effective as provided by the taxing authority. Changes to the applicable contribution for the Federal Universal Service Fund ("FUSF") and/or other regulatory charges shall become effective immediately.
- C. Rates and charges for wireless service may be found on the Company's website at [www.comcast.com](http://www.comcast.com).



#### 4. PROMOTIONAL OFFERINGS

##### 4.1. PROMOTIONS

- A. The Company may from time to time engage in promotions of its offerings designed to attract new Customers or to increase awareness of particular offerings among existing Customers.
- B. These promotions will be for a limited time period and will typically involve the wavier or discount of recurring and/or nonrecurring charges for service offerings.
- C. Each promotion will be developed so that the revenue received by the Company will cover the direct marginal cost of the service being promoted.
- D. Notwithstanding the above, the Company reserves the right to offer discounts on any and all types of services provided by the Company without prior notice or change to this Tariff.

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