

Please read this End User License Agreement, and all other rules and policies related to Comcast Access, including but not limited to the [Web Services Terms of Service](#), [Web Services Privacy Policy](#), and the [Comcast Access FAQs](#), which are hereby incorporated by reference and are collectively referred to herein as the "Agreement," before installing or using Comcast Access.

By clicking the "I Agree" button below, or by installing or using Comcast Access, you accept the terms of and agree to be bound by the Agreement. If you do not agree to the terms and conditions of the Agreement, you should promptly exit this installation process by clicking "Cancel," or, if it is already installed, uninstall Comcast Access as described in the Comcast Access FAQs.

The Agreement is a legal agreement between you (either an individual or a single legal entity who will be referred to as "you" or "your") and Comcast Cable Communications Management, LLC, its affiliates, and the subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area (collectively "Comcast" or "we").

Comcast reserves the right to modify this Agreement from time to time, without any notice to you. You can always find the most recent version of this Agreement at www.comcast.net/comcast-access/eula. By continuing to use Comcast Access after Comcast has modified the Agreement, you agree to accept and be bound by such modifications.

1. THE SERVICES

Comcast, through its Websites www.comcast.net and www.fancast.com, makes available access to various types of content and services that are intended for use only by Comcast's residential Digital Cable subscribers (collectively, "Protected Services") under certain terms and conditions as set forth in the Agreement.

2. AUTHORIZED DEVICES

As used in the Agreement, "Authorized Device" means a personal computer, PDA, portable digital-media player, and/or other mobile computing device that meets minimum system requirements that we may establish from time to time and publish here <https://device.comcast.net/comcast-access>. You may only install the Software (as defined below) and use Protected Services on Authorized Devices.

3. THE SOFTWARE

In order to use the Protected Services on an Authorized Device, you will need to install Comcast Access (the "Software") on any such Authorized Device, subject to the license and other restrictions set forth in the Agreement. The Software will perform a number of functions, as further described below:

- a. Use of Protected Services. The Software allows you to identify, name, and manage up to 3 Authorized Devices per residence at which you have a Comcast Digital Cable subscription in order for you to use Protected Services on those devices.
- b. Software Upgrades. We may update or upgrade the Software from time to time to introduce new Software features and otherwise enhance the Software or Protected Services, which may include, for example, bug fixes, patches, enhanced functions, and new versions ("Upgrades"). The Software may cause your Authorized Device to automatically connect to the Internet and check with Comcast to see if any Upgrades are available. Upgrades will either be optional, in which case you will be presented with the choice to install such Upgrade, or mandatory, in which case the Upgrade will install automatically and you will be notified after such Upgrade as been successfully installed. By installing and/or using the Software, you consent to such Upgrades being delivered and implemented in such manner.
- c. Information Provided. We respect your privacy, and the Software will not access computer files or other information on your computer that are not necessary for its installation or use. Additionally, the Software will not provide us with information related your use of the Protected Services by your Authorized Device. However, the Software may provide us with information about your Authorized Device, such as operating system, software versions, amount of available disk space, and Internet connectivity, and information related to the Software's installation, such as whether the Software installed successfully on the first try. We will only use such information accessed or collected through the Software in accordance with the [Web Services Privacy Policy](#).
- d. Removal of Software. The Software is designed to enable you to use Protected Services on Authorized Devices in accordance with the Agreement. For this reason, if you choose to "uninstall" or otherwise remove

the Software, in whole or in part, from an Authorized Device on which you had previously downloaded and/or installed the Software, then you will no longer be able to use Protected Services on such “uninstalled” Authorized Device, unless and until you re-download and re-install the Software and accept and agree to the terms and conditions and agreement applicable thereto at such time. For more detailed information on how to uninstall the Software, please visit the [Comcast Access FAQs](#).

4. LICENSE GRANT AND RESTRICTIONS

Subject to the terms and conditions set forth in the Agreement, we hereby grant to you, and you hereby accept, a limited, non-transferable, non-assignable, non-sublicensable, royalty-free, non-exclusive license to download, install, and use the Software on Authorized Devices, solely in accordance with the terms and conditions of the Agreement, and solely for the purpose of using Protected Services.

a. Unless specifically and expressly permitted by us, you will not (1) use the Software to designate more than 3 Authorized Devices per residence at which you have a Comcast Digital Cable subscription at any one time; (2) use the Software in violation of any of the [Web Services Terms of Service](#); (3) designate as an Authorized Device any device that is not owned and used solely by people then-resident at the service address for your Comcast Digital Cable subscription; (4) modify, translate, adapt, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law), or create derivative works from or based upon the Software or any part thereof; (5) copy the Software (except for one copy for back-up or archival purposes); (6) rent, lease, loan, sell, transfer, publish, display, distribute, disclose or otherwise make available the Software, or any portion thereof, or otherwise transfer rights to the Software or any portion thereof; (7) remove any proprietary notices, marks or labels on the Software; (8) export, import or re-export the Software in violation of any applicable law, rule or regulation of any jurisdiction; and/or (9) disclose, without our prior written approval, the Software, or any code, information or materials contained or related to the Software, license keys, analysis or performance information, results of Software performance benchmarks or documentation to any entity or use any of the foregoing other than as expressly authorized hereunder. Any such forbidden use may result in the immediate termination of your license to the Software and/or other legal action. The features of the Software are intended only for use of the Protected Services. You shall notify Comcast immediately of any actual or imminent unauthorized access to, or use or disclosure of, any of the foregoing by calling 1-800-COMCAST. You recognize that the unauthorized use or disclosure of any of the foregoing will give rise to irreparable injury to Comcast or Comcast affiliates for which monetary damages may be an inadequate remedy; and you agree that Comcast or its Comcast affiliates may seek and obtain injunctive relief against the breach or threatened breach of your obligations hereunder, in addition to any other legal and equitable remedies which may be available.

b. You agree that you will only use the Software in a manner that complies with all applicable laws in the jurisdictions in which you use the Software, including but not limited to applicable restrictions concerning copyright and other intellectual property rights.

c. You may only use the Software and Protected Services for your Non-Commercial, Private Use. As used herein, “Non-Commercial, Private Use” means a use of Software or Protected Services for which no fee or consideration of any kind (other than that which you pay to us to use the Protected Services) is charged or received, which takes place in your private home or apartment, or, if outside your private home or apartment (e.g. in a hotel room, dorm room, office or airport waiting lounge) is limited to a private viewing for you and your invitees. Non-Commercial, Private Use specifically excludes any public presentation (e.g., a presentation in a dorm lounge) and any presentation by a place of public accommodation or other commercial establishment (e.g. a bar or restaurant), even if no fee is charged for the use of the Software or Protected Services.

d. You may not use the Software in an attempt to circumvent, or in conjunction with any device, program or service designed to circumvent, technological measures employed to control access to, use of or the rights in, a content file, service, or other work protected by the copyright laws of any jurisdiction.

e. The Software employs applications provided by third parties, including but not limited to, Adobe Systems, Inc. and Move Networks, Inc. (“Third-Party Providers”). Your use of such third-party software is governed by the terms of your license with the Third-Party Providers. We are not responsible for the operation of such third-party software in any way, including any such revocation of your right to use such third-party software. We are not responsible for any communications to or from the Third-Party Providers, or for the collection or use of information by Third-Party Providers. You consent to the communications enabled and/or performed by such Third-Party Providers, including automatic updating of the third-party software without further notice.

Additionally, you consent to the downloading and storing on your Authorized Device additional files used by the Third-Party Providers. Comcast makes no warranties regarding the operation of such third-party software. You hereby agree to release and hold us harmless from any claim, liability or loss relating to your use of such third-party software.

5. OWNERSHIP AND RESERVATION OF RIGHTS.

The Software, including, but not limited to, the names and logos presented in connection with the Software, any images, photographs, animations, video, audio, music and text thereon, and the user documentation, are proprietary to Comcast and/or the author(s), and are protected by law, including without limitation, under United States copyright laws and international treaty provisions. Except for the rights explicitly granted to you in the Agreement, all right, title and interest in the Software and Protected Services are reserved and retained by us, and we do not transfer any right, title or interest in the Software or Protected Services to you. You do not acquire any ownership rights in the Software or Protected Services as a result of downloading or using the Software or Protected Services or agreeing to this Agreement.

6. ADDITIONAL TERMS

a. The Agreement is effective until terminated. If you violate any of the terms or conditions of the Agreement or otherwise abuse the Software or Protected Services, your license to use the Protected Services may immediately terminate and we may, in our discretion, immediately revoke your access to the Protected Services without notice to you and without refund of any fees. In such event, you must delete all copies of Software that you have downloaded on any Authorized Device, and we shall have the right to automatically delete all Software on your Authorized Device without notice to you.

b. You agree that third-party content providers providing content through the Protected Services that you access, rent or download through the Protected Services are intended third-party beneficiaries under the Agreement.

7. EXPORT RESTRICTIONS.

You may not use, or export or re-export, the Software, including any third-party software as incorporated therein, except as consistent with the Agreement and as authorized by United States laws. In particular, but without limitation, the Software and any third-party software as incorporated therein may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Table of Denial Orders or Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or location, or on any such list.

8. INDEMNIFICATION.

You agree, at your own expense, to indemnify, defend and hold harmless Comcast and its affiliates, and their respective directors, officers, trustees, employees and agents, from and against any action, damages, suits, claims, liabilities, costs and expenses (including reasonable attorneys' fees) based on a claim arising from or relating to this Agreement or your use of the Software or the Protected Services, or any other part, feature or tool of or made available through the Software. The indemnified party shall have exclusive right to control such defense. In no event shall you settle any such claim, lawsuit or proceeding in any manner that materially prejudices the indemnified party's rights without the indemnified party's prior written approval.

9. ENTIRE AGREEMENT.

The Agreement, and any additional terms and conditions that we may impose in connection with supplements, updates, Internet-based services and support services that you use in connection with the Software, constitute the entire agreement applicable to the Software.

10. APPLICABLE LAW.

New York state law governs the interpretation of the Agreement and applies to claims for breach of it, regardless of conflict of laws principles. The parties agree to submit to the jurisdiction of the state and Federal courts, as applicable, located in New York County, New York.

11. DISCLAIMER OF WARRANTY.

THE SOFTWARE IS LICENSED "AS-IS," AND YOU BEAR THE SOLE RISK AND RESPONSIBILITY OF INSTALLING AND USING IT. WE GIVE OR MAKE NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES FOR INFORMATION, DATA

OR CONTENT MAINTENANCE OR STORAGE, UPTIME OR UNINTERRUPTED ACCESS, OR ANY WARRANTY OF ACCURACY, CORRECTNESS, PRECISION, TIMELINESS, THOROUGHNESS, COMPLETENESS, USE OR APPLICATION, ADEQUACY AND SUITABILITY. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. HOWEVER, TO THE MAXIMUM EXTENT PERMITTED BY LAWS APPLICABLE TO YOU IN YOUR JURISDICTION, WE AND OUR SUPPLIERS AND THIRD-PARTY PROVIDERS, EXPRESSLY EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

12. EXCLUSION OF REMEDIES AND DAMAGES.

IN NO EVENT SHALL WE, NOR ANY OF OUR SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES, OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. This limitation applies to anything related to the Software or Protected Services (including code) on third-party Internet sites, or third-party programs; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if we knew or should have known about the possibility of the damages.

13. Support.

If you have questions regarding your use of the Software or anything else contained in the Agreement, please contact Comcast at 1-800-COMCAST.