

India Addendum to Comcast Website Terms of Service

The following additional India Terms of Service (“India Terms”) apply to use of this India Careers Website and apply in addition to the Comcast Website Terms of Service (“the Comcast Terms”). These terms, read together with the Comcast Privacy Policy, the Candidate Privacy Statement, and the India Privacy Addendum, constitute a legal and binding agreement between you and Comcast India Engineering Center I LLP (“Comcast”) and is enforceable under the laws of India. By accepting these terms, you represent and warrant that you are at least 18 years of age and have the right, authority, and legal capacity to enter into this Agreement. If, at any time, Comcast is of the opinion that you do not satisfy the eligibility criteria, or that you have made any misrepresentations about your eligibility. Comcast retains the right to disable your access to this website. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DISCONTINUE USING THE WEBSITE IMMEDIATELY AND REFRAIN FROM ACCESSING ANY CONTENT ON THE WEBSITE HENCEFORTH.

Arbitration: These India Terms contain a binding arbitration provision that affects your rights under these India Terms and are located below under the heading “Binding Arbitration.” The ability to elect to opt-out of arbitration in the Comcast Terms DO NOT APPLY IN INDIA.

Privacy

You acknowledge that you have carefully read the Comcast Privacy Policy, the Candidate Privacy Statement, and the India Privacy Addendum and that you understand the practices and policies that govern the use of this website and consent to the collection, storage, processing, disclosure and transfer of any personal information or sensitive personal information provided by you to Comcast.

Limitation of Liability

The following provision of the Comcast Terms under “Limitation of Liability” does not apply in India:

“B. YOU WAIVE THE RIGHT TO ASSERT A CLAIM AGAINST COMCAST MORE THAN TWELVE (12) MONTHS AFTER THE FIRST EVENT OR FACT THAT GIVES RISE TO THE CLAIM.”

Binding Arbitration

The Binding Arbitration provision of the Comcast Terms do not apply in India. Instead, the following Binding Arbitration provision applies to use of this website in India:

a. Purpose. For use of this website any Dispute (as defined below in these India Terms) involving you and Comcast shall be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court. This Binding Arbitration provision shall be broadly interpreted.

b. Definitions. The term "Dispute" means any and all claims or controversies related to this website, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before these Terms or any prior agreement; (3) claims that arise after the expiration or termination of these Terms; and (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. As used in this Binding Arbitration provision, "Comcast" means Comcast and any of its predecessors, successors, assigns, parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents, and "you" means you and any users or beneficiaries of your access to this website.

NOTWITHSTANDING THE FOREGOING, DISPUTES RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS BINDING ARBITRATION PROVISION WILL NOT BE SUBJECT TO ARBITRATION.

c. Initiation of Arbitration Proceeding/Selection of Arbitrator. Any Dispute, controversy or claim arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Chennai, India, in accordance with the Indian Arbitration and Conciliation Act, 1996 ("Arbitration Act"). The number of arbitrators shall be three. Each party shall nominate one arbitrator, and the two arbitrators nominated by the parties within 15 days of the appointment of the second arbitrator agree upon a third arbitrator who shall act as the Chairman of the Tribunal. The language of the arbitration shall be English and the award shall be final and binding on both you and Comcast.

d. Interim Relief. Parties agree that for seeking any interim relief(s) to which they may be entitled to, the courts in Chennai, India, shall have exclusive jurisdiction.

e. Arbitration Procedures. This Binding Arbitration provision shall be governed by the Arbitration Act. If there is a conflict between this Binding Arbitration provision and the rest of this Agreement, this Binding Arbitration provision shall govern. 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 the courts in Chennai, India 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.

f. Waiver of Class Actions and Collective Relief. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER SUBSCRIBERS, OR OTHER PERSONS. 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. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

g. Arbitration Fees and Costs. The parties shall bear their own costs with respect to the arbitration.

h. Continuation. This Binding Arbitration provision will survive the termination or expiration of these Terms.

Waiver of Jury Trial

The following provision of the Comcast Terms under "Waiver of Jury Trial" does not apply in India:

WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

Miscellaneous

The provision entitled "Miscellaneous" in the Comcast Terms is deleted and replaced with the following terms for India:

To obtain access to certain services on our website, you may be required to register. As part of any such registration process, you may be required to select a user name and a password. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to enter the service under the name of, another person. Comcast reserves the right to reject or terminate any user name that, in its judgment, it deems offensive. You will be responsible for preserving the confidentiality of your password and will notify us of any known or suspected unauthorized use of your account.

These India Terms, together with: (1) The Comcast Terms; (2) The Comcast Privacy Policy; (3) the Candidate Privacy Statement; and (4) the India Privacy Addendum constitute the entire legal agreement between you and Comcast and govern your use of this website, and completely replace any prior agreements between you and Comcast in relation to this website.

Upon termination of these India Terms for any reason, Comcast and its suppliers reserve the right to delete all your data, files, electronic messages, or other information that is stored on Comcast's or its suppliers' servers or systems. Comcast shall have no responsibility whatsoever for the loss of any such data.

You agree that Comcast may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on this website.

You agree that if Comcast does not exercise or enforce any contractual or legal right or remedy to which it is entitled, this will not be taken to be a formal waiver of Comcast's rights and that those rights or remedies will still be available to Comcast.

You acknowledge and agree that each member of the group of companies of which Comcast Corporation is the parent shall be third-party beneficiaries to these India Terms and that these other companies shall be entitled to directly enforce, and rely upon, any provision of these India Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or entity shall be third-party beneficiaries to these India Terms.

These India Terms, and your relationship with Comcast under these India Terms, shall be governed by the laws of India, without regard to its conflict of laws provisions. By using this website, you consent to the exclusive jurisdiction and venue of the courts in Chennai, India, in all disputes arising out of or relating to these India Terms or this website that are not subject to the Binding Arbitration provision above.

At certain places on this website there may be additional or other terms and policies that apply to your use of this website and the services on it. By using the website or those services, you agree to abide by those terms and policies. We may change those terms and policies from time to time. By continuing to use the website after we post any changes, you accept and agree to those terms and policies, as modified.

By using this website, you agree to abide by these India Terms. We may change these India Terms from time to time. By continuing to use the website after we post any changes, you accept and agree to these India Terms as modified.

Grievance Officer

If you have questions or concerns about these Terms, you may address them to the Comcast India Human Resources Manager, who serves as our grievance officer whose name and contact details are as follows:

Vijay Prasad, Comcast India Human Resources Manager
VijayPrasad_Sundararajan@comcast.com

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