3. General Regulations
3.1 Application of Tariff

3.1.1	Scope
A.	This tariff contains schedules of rates and regulations applicable to channels used for video transmission, furnished by Verizon New York Inc., hereinafter referred to as the Telephone Company, to customers, including interexchange carriers and interexchange common carriers, between points within a LATA within the State of New York, for use in connection with television viewers.
1.	**Availability—** This service is furnished to existing subscribers only. Additions, rearrangements and moves are not permitted.

3.1.2	Customer Premises Equipment
A.	Effective January 1, 1983, in accordance with the order of the FCC in Docket 20828, customer premises equipment, as defined by the FCC, will be provided by the Telephone Company for use with new or existing service only so long as such equipment is available from Telephone Company inventory acquired prior to January 1, 1983, except as otherwise permitted by the FCC.
1.	The facilities in this tariff are not affected by this FCC decision and will continue to be offered by the Telephone Company to its subscribers, subject to such limitations as may be set forth in this tariff.

3.1.3	Resale or Sharing of Service	
A.	For regulations regarding resale or sharing of service refer to P.S.C. No. 9.	(T)

3. General Regulations
3.2 Use of Service

3.2.1	General
A.	The channel facilities provided under the terms, conditions and charges of this tariff are the only channel facilities furnished by the Telephone Company for video transmission in connection with television viewers. Facilities furnished in connection with other services or channels may not be connected with video transmission channels or with television viewers at subscribers' stations either directly or indirectly, except that facilities furnished for audio transmission as set forth under PSC NY No. 13 may be used to provide the accompanying audio material.
B.	**Termination By Notice—** Subject to the rules and regulations from time to time in force and effect, facilities may be terminated by the subscriber or the Telephone Company by giving ten days notice in writing.

3.2.2	Interference with Telephone Company Service or Other Parties
A.	The magnitude and the character of the voltages and currents impressed on the channel by the subscriber-owned equipment and wiring and the operation and maintenance of such equipment and wiring shall be such as not to interfere with any of the services offered by the Telephone Company or interfere with others. The characteristics of the subscriber-owned apparatus shall be such that its connection to the channel does not interfere with service over other Telephone Company lines or channels or impair privacy of communication over such lines or channels.
1.	If, in the judgment of the Telephone Company, additional protective equipment is required to prevent such interference or impairment, such equipment shall be provided by the subscriber or by the Telephone Company at the subscriber's expense.
B.	Subscriber-owned equipment and the power supply to which it is connected shall be of such character and so located as to avoid injury to the public or Telephone Company employees, or damage to Telephone Company plant.

3.2.3	Minimum Periods
A.	The minimum contract term is as indicated in the rates for channel facilities except that when the provision of such facilities involves an unusual investment, a longer contract period may be required.

3. General Regulations
3.3 Responsibility of the Telephone Company

3.3.1	Liability
A.	In the absence of gross negligence or willful misconduct, no liability shall attach to the Telephone Company for damages arising from the furnishing of channel facilities. If service is interrupted a pro rata allowance at the tariff rate for the channel shall be made for the time such interruption continues after notice and demand to the Telephone Company, provided such interruption is not caused by negligence or willful act of the subscriber or by failure of power supply or by testing and adjusting.

3.3.2	Testing and Inspection
A.	The Telephone Company may, upon notice to the subscriber, make such tests and inspections as may be necessary to determine that the above requirements are being complied with in the installation, operation and maintenance of subscriber-owned equipment.
1.	The Telephone Company may interrupt the channel at any time if, in its judgement, such action becomes necessary in order to protect the public, the Telephone Company's employees or its plant and services.
B.	The Telephone Company may test and adjust a channel as often as necessary at any time during regular business hours agreeable to the subscriber and the Telephone Company. No allowance for interruption of service is made for the time required to make such tests and adjustments. The subscriber shall provide his own means for ascertaining any inoperative condition of such channel when prompt detection of such condition is required for the subscriber's use.

3.3.3	Provision of Service
A.	The Telephone Company's obligation to furnish channels is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance thereof.
B.	Channels are furnished subject to availability of facilities and the requirements of exchange and toll service and are derived in such manner as the Telephone Company may elect.

3.3.4	Access to Subscriber's Premises
A.	The Telephone Company and its employees may have access to the subscriber's premises and the premises of the subscriber's patrons at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Telephone Company's facilities.

3. General Regulations
3.3 Responsibility of the Telephone Company

3.3.5	Termination for Cause Other Than Nonpayment	
A.	Subject to P.S.C. No. 15, the Telephone Company may terminate the furnishing of a channel, for any of the following reasons.	(T)
1.	In the event of prohibited or improper use of the facilities, or any other violation by the subscriber of the rules and regulations governing the facilities furnished.	
2.	Upon objection to their continuance made by or on behalf of any governmental authority.	
3.	If, in the judgment of the Telephone Company, any use of the facilities by the subscriber tends to injuriously affect the efficiency of the Telephone Company's plant, property, or service.	
4.	Upon the use of any of the facilities for the purpose of performing any service which the Telephone Company or the Associated Companies may now or hereafter perform.	

3.3.6	Interruption of Service
A.	In relation to Section 3.4.3A, in the event of a power failure, no allowance is made for interruption of the service.

3. General Regulations
3.4 Responsibility of the Customer

3.4.1	Liability
A.	The subscriber indemnifies and saves the Telephone Company harmless against claims for libel, slander or the infringement of copyright arising from or in connection with the material or subject matter transmitted over a channel; against claims for the infringement of patents arising from combining with, or using in connection with, a channel of the Telephone Company, apparatus and systems furnished by the subscriber, and against all other claims arising out of any act or omission of the subscriber or his patrons in connection with a channel furnished by the Telephone Company.

3.4.2	Station Wiring
A.	Station wiring other than that required for the suitable termination of the channel facilities on the subscriber's premises, shall be provided by the subscriber. Video channel wiring on the property owned or leased by the subscriber and upon which the station is located may be included as station wiring.

3.4.3	Power
A.	The subscriber is responsible for providing suitable electric power at a suitable outlet when and where required.