

TERMS & CONDITIONS DOCUMENT

Section 16 - Prohibited Uses and Limitation on Service

- 16.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 16.2** The Company may require applicants for service who intend to use the Company's offerings for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 16.3** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this document. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this document, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void. Notwithstanding the foregoing, in the event the Customer assigns any rights, privileges or obligations under this document to another party, by assignment, operation of law or otherwise, which Party, prior to the assignment, has an agreement (the "Prior Agreement") with the Company or any of its affiliates for the provision of Services, the Services being provided shall continue to be governed by the Prior Agreement, except that the Company may require a deposit or additional financial assurances as provided elsewhere in this document.
- 16.4** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 16.5** A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 16.6** Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- 16.7** A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.
- 16.8** Service is offered subject to the availability on a continuing basis of all necessary facilities, including facilities the Company may obtain from other entities to furnish Service. The Company reserves the right to limit or to allocate the use of existing facilities, Services or systems, or of additional facilities, Services or systems offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company's control.
- 16.9** The Company reserves the right to change, increase or decrease from time to time, in its discretion and without liability to Customer, the methods, processes and/or the suppliers by which Company provides Services to Customer, as well as to change, add to or delete Service offerings with appropriate notice to Customer.
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Issued by:
Kelly Faul
Director, Regulatory Affairs

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