

Verizon New England Inc.

3. Ordering of Service
3.1 Orders for Resold Services

3.1.0 General Restrictions on Availability	
A.	Notwithstanding any other provisions of this Section 3, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.

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3.1.1 General	
A.	The reseller shall supply all the information reasonably necessary for the Telephone Company to provide and bill for the requested service, to include the reseller's end user in its directory listing service, [e.g., end user name and premises location, configuration of service, and facility interface].
1.	The reseller is responsible to submit complete and accurate orders. Failure to do so may result in service order rejection and/or service discrepancies for which the Telephone Company will not be responsible.
B.	If the reseller assumes the account of an existing Telephone Company end user at the end user's existing premises, the order must identify the end user's billing telephone number and line(s) and indicate that the end user's existing service (or any specified modification to and/or cancellation of the existing service) is to be transferred to the reseller.
1.	Authorization to Assume an Account— A reseller placing an order under which it will assume the account of an existing Telephone Company end user customer, or the account of an existing end user customer of another reseller must obtain appropriate authorization from that end user for the change of service provider. The reseller must verify and confirm that authorization is in accordance with the laws and provisions that govern such matters as established or may be established in the Commonwealth of Massachusetts.
C.	Resellers may not order services in a particular building or other location where a reseller has not yet obtained end users at the time that the reseller's order is placed with the Telephone Company.
D.	Resellers may not order service in a particular building or other location when doing so would preclude or delay other potential providers from offering services in that particular building or other location.
E.	Resellers may not order service under this tariff without a reasonable basis for believing that such services will actually be needed by the reseller to meet anticipated demand.
F.	The Telephone Company will not process any orders, complaints or other requests received from the reseller's end user.
G.	Primary Interexchange Carrier (PIC) Changes— The Telephone Company will only accept an order to change the PIC for a resold Telephone Company exchange service line from the reseller of that line. The Telephone Company will only accept an order to freeze the PIC from the reseller of that line. The reseller will be responsible for all PIC change charges.
H.	If the order is for modification or discontinuance of service, the order shall identify the billing telephone number and telephone number of the service and the changes desired, and any additional information required by the Telephone Company.

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3.1.2 Automated Order Interface	
A.	<p>Orders for resold services and modifications to or cancellation of an existing order must be placed by the reseller with the Telephone Company through the appropriate operational interface established by the Telephone Company. Such interface will facilitate the following order processes.</p> <ol style="list-style-type: none"> 1. Establishment of end user accounts 2. Assignment of telephone numbers 3. Entry of service orders into Telephone Company systems 4. Installation scheduling and negotiation with end users 5. Reservation of installation appointments 6. Entry of end user service and repair inquiries 7. Verification of the network status of an associated telephone line in conjunction with Telephone Company systems 8. Other processes that would facilitate the processing of the reseller's order.
B.	<p>The Telephone Company will establish automated interface specifications (e.g. formats) for data, delivery (transport) and network descriptions, etc.</p> <ol style="list-style-type: none"> 1. Resellers must comply with methods, procedures and operational guidelines in utilizing the interface specifications established by the Telephone Company. 2. Any use of the interface(s) by the reseller or any other party for unauthorized purposes (e.g., access to data or to enter false information) will be considered abuse or fraudulent use of the interface and is prohibited. Such action may result in the Telephone Company terminating the resellers use of the interface. 3. If the Telephone Company determines or suspects that abuse or fraudulent use of the interface has occurred, the Telephone Company will, as required by law, refer the matter to the appropriate law enforcement agency.

3.1.3 Additional Engineering and Special Construction	
A.	<p>Additional charges will be applied to an order for service when the Telephone Company determines additional engineering or special construction is necessary to accommodate a reseller request.</p> <ol style="list-style-type: none"> 1. When it is required, the reseller will be so notified and will be furnished with a written statement setting forth the reason(s) for the additional engineering and/or special construction as well as an estimate of the charges in conjunction with the terms and conditions specified in the MA Product Guide.

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3. Ordering of Service
3.2 Responsibility of the Telephone Company

3.2.1 Refusal and Discontinuance of Service	
A.	If the reseller fails to comply with the rules and regulations of this tariff, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days' written notice by Overnight Delivery or Certified US Mail to the reseller refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the 30 days' notice, and the reseller's noncompliance continues, nothing contained herein shall preclude the Telephone Company from refusing additional applications for service without further notice.
B.	If the reseller fails to comply with the rules and regulations of this tariff, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days written notice by Overnight Delivery or Certified US Mail to the reseller, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the 30 days' notice, and the reseller's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services involved without further notice. Refer to Sections 3.3.4 and 4.1.1B. (T)
C.	The preceding regulations notwithstanding, the Telephone Company will not exercise its rights to refuse and discontinue service if the reseller submits charges to the Telephone Company it believes in good faith were billed in error and such charges are accepted by the Telephone Company for investigation. (T)
D.	The Telephone Company may discontinue service or cancel an application for service without notice in the event the Telephone Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
E.	In the event of fraudulent use of the Telephone Company's network, including but not limited to fraudulent end user orders for transfer of service, the Telephone Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

3.2.2 Disclosure of Reseller Information	
A.	Neither Telephone Company personnel involved in the marketing of services to end user customers, nor other resellers will have access to information relating to specific orders or demand forecasts provided by resellers under this tariff. This provision shall not preclude the Telephone Company from undertaking the following activities.
1.	The disclosure to any local exchange carrier (including the Telephone Company or any reseller), of the fact that a particular end user who was previously a customer of such carrier is no longer one of its customers.

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3.2 Responsibility of the Telephone Company

3.2.2 Disclosure of Reseller Information	
A. (Continued)	
2.	The use by the Telephone Company of aggregate data relating to sales to all resellers in a particular geographic area for any legitimate business purpose of the Telephone Company.
3.	Sale of Telephone Company services by Telephone Company employees who have access to information relating to specific orders placed by resellers under this tariff so long as the employee spends a minimal amount of his or her time involved in the marketing of Telephone Company services and the employee does not utilize the reseller information in such sales attempts.
B. The provisions of Section 3.2.2A shall not preclude the following activity.	
1.	The disclosure to Telephone Company retail marketing personnel or to other resellers of information pertaining to a reseller's customer where the customer consents to such disclosure.
2.	The disclosure to Telephone Company marketing personnel of the identity of the reseller providing service to an end user for the purpose of responding to a question from the end user about the identify of their service provider.
C. In the case of a customer who chooses to switch their service from a reseller to the Telephone Company, or to another reseller, Section 3.2.2A and Section 3.2.2B shall not prohibit the disclosure to Telephone Company marketing personnel, or to such other reseller, of information necessary to enable the Telephone Company or such other reseller to assume the account, including the customer's service configuration and billed name and address.	

3.2.3 Disclosure of End User Information	
A. The Telephone Company will not provide information on any end user customer to a reseller without the consent of such end user, except under the following circumstances.	
1.	The Telephone Company will, upon the request of the end user customer, provide the reseller with all information necessary to enable it to assume the end user's account, including the customer's service configuration and billed name and address.
B. The provisions contained herein shall not preclude disclosure of information pursuant to industry-wide arrangements for the exchange of information on end user credit histories consistent with DTC requirements.	

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3.3 Responsibility of the Reseller

3.3.1 Relaying of Information

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| A. | The reseller shall provide any information that is reasonably necessary in order for the Telephone Company to fulfill its obligations under this tariff. |
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3.3.2 Point of Contact for End Users

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| A. | The reseller shall serve as the single point of contact for its end users on all matters relating to the services provided by the reseller, including but not limited to, billing, requests for new service, requests for the modification or discontinuance of existing services, service trouble reports, repair requests, complaints, etc. The reseller shall be obligated to transmit such requests or reports to the Telephone Company through the automated order interface to the extent reasonably necessary to enable the Telephone Company to fulfill its obligations under this tariff. |
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3.3.3 Forecasting of Service Requirements

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| A. | To the extent reasonably necessary for the planning of Telephone Company facilities, the reseller shall provide upon request of the Telephone Company forecasts of the approximate number of units of exchange and other services (e.g., operator and directory assistance services) that the reseller expects to require in specific geographic areas. Such forecasts are considered by the Telephone Company as confidential information of the reseller and will be treated in accordance with the provisions specified in this tariff for confidential reseller information. |
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3.3.4 Refusal, Discontinuance or Transfer of Service

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| A. | Where a reseller discontinues its provision of service to all or substantially all of its end users, whether by its own decision, as a result of involuntary bankruptcy, or for any other reason, the reseller must send advance written notice of such discontinuance to the Telephone Company, the DTC, and to each of the reseller's end users. If service to the reseller is discontinued by the Telephone Company the reseller must send written notice to each of its end users. (T) |
| 1. | Such notice must advise the end users that unless they take action to switch to a different carrier within 15 days, provision of their service will be discontinued. Where the end user elects a specific carrier within the 15 day period, the relevant charge associated with the change shall be paid by that carrier. |
| a. | Should the end user elect to transfer service to the Telephone Company, the Telephone Company will provide service to the end user at the terms, conditions, rates and charges specified in the MA Product Guide, and not the rates specified in this tariff. (T) |
| B. | If a reseller end user subsequently becomes an end user of the Telephone Company, the reseller will provide the Telephone Company with all information necessary to enable it to assume the end user's account, including the customer's service configuration and billed name and address. (T) |

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3.3 Responsibility of the Reseller

3.3.5 Resale of Customer Specific Pricing Agreements

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| A. | Where a reseller seeks to resell a Customer Specific Pricing Agreement (“CSP”), the reseller shall submit a complete and accurate standard request form to its assigned Telephone Company Wholesale Account Manager. Not later than ten business days after receipt of a complete and accurate standard request form, the Telephone Company shall notify the reseller whether the reseller may resell the CSP in accordance with applicable law. If the Telephone Company determines that the reseller may, consistent with applicable law, resell the CSP, the Telephone Company shall provide the reseller with a summary of the material terms of the CSP within such ten business day period. Such ten business day period may be extended for an additional ten business days if the Telephone Company notifies the reseller that it has requested the resale of a very complex CSP. If there are circumstances that hinder the ability of the Telephone Company to process a reseller’s request within the intervals stated above, the Department may grant a request for extension on a case-by-case basis. |
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