2. General Regulations
2.1 Application of Tariff

The general regulations specified in PUC RI No. 15, Part A, Section 1 also apply to the Telephone Company's provisions of telecommunications services for resale under this tariff and all of those regulations are incorporated herein by reference.

2.1.0	Scope	
A.	Notwithstanding any other provisions of this Section 2, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.	(N) (N) (N)

2.1.1	Scope
A.	Regulations, rates and charges in this tariff apply to the offering of Telephone Company telecommunications services for resale.
1.	Discounts as described in Section 5 apply only to purchases from this tariff.
2.	Resellers purchasing retail services from the Telephone Company's other intrastate tariffs will do so through traditional retail channels and be billed according to the appropriate tariff terms, conditions, rates and charges.
B.	Only a reseller authorized by law to resell telecommunications services in the State of Rhode Island may purchase under this tariff. This tariff is not intended to enlarge, restrict, or otherwise affect any provision of law relating to the authority to resell telecommunications services.
1.	Resellers do not surrender any right to purchase from any of the Telephone Company's other intrastate tariffs by purchasing from this tariff.
C.	In addition to the responsibilities and obligations specified in this tariff and in PUC RI No. 15, the reseller must conform to any applicable rules and regulations set forth by the Commission.
D.	The resale of telecommunications services and the provision thereof by the Telephone Company as set forth in this tariff does not constitute a joint undertaking nor does it constitute an agency, contractual or any other type of relationship between the reseller and the Telephone Company (other than that of purchaser and seller) or between the Telephone Company and the reseller's end user.
E.	A reseller ordering a resold service under this tariff takes the services subject to the terms and conditions of the services as set forth in PUC RI No. 15 and has all of the obligations that would be imposed under PUC RI. No. 15 upon an end user who orders the service directly from the Telephone Company. Such obligations include, without limitation, the obligation to pay for the service, whether or not the reseller is being paid by its own customers. The rate charged for such service, when sold to a reseller under this tariff, is to be determined in accordance with rates and charges specified in this tariff.
F.	Services that are sold to Telephone Company end users only in conjunction with the purchase of basic dial tone service will be available for resale only in conjunction with the resale of basic dial tone service and not on a stand alone basis.

2. General Regulations
2.2 Responsibility of the Telephone Company

2.2.1	Liability
A.	The Telephone Company will not incur any liability if it discontinues services or cancels an application of service in conjunction with Section 3.2.1.

2.2.2	Provision of Service
A.	The Telephone Company's obligation to furnish service, or to continue to furnish service, is dependent on its ability to obtain without charge, danger or undue difficulty access to the premises where the service is to be provided (where such access is necessary for the provision of service).
1.	Should a reseller's end user request that a Telephone Company technician prove his/her identity as an employee of the Telephone Company before the end user will permit access to their premises, the technician's Telephone Company identification badge or the Telephone Company registered trademark/servicemark (logo) that is visibly displayed on the technician's service vehicle will be evidence of such proof. If the Telephone Company misses the scheduled service appointment as a result of the reseller's end user's refusal to permit access to the Telephone Company technician, neither the reseller nor the reseller's end user will be entitled to any waivers of charges for missed service commitments that may be offered by the Telephone Company under service guarantee programs that are associated with the service being provided.
a.	To the extent the provision of repair and installation services under this tariff entails the appearance by Telephone Company personnel at the premises of a reseller's end user, the uniforms worn by such personnel, and the vehicles and other equipment that they use, may be marked in the conventional manner with the Telephone Company's name, trademarks service marks, and logos.
B.	The Telephone Company reserves the right to refuse an application for service made by, or for the benefit of, a reseller who is indebted to the Telephone Company for telephone service previously furnished.
1.	In the event that service is connected for a reseller who is indebted to the Telephone Company for service previously furnished to such reseller, the Telephone Company will notify the a reseller in writing via Certified US Mail, that the service will be terminated by the Telephone Company unless the reseller satisfies the indebtedness within 10 days of the date of the reseller's receipt of such notification.
C.	The services offered under the provisions of this tariff are subject to the availability of facilities, including switching capacity, and necessary operational support systems.
1.	If existing facilities will not enable the Telephone Company to meet all outstanding service orders, such orders will be handled in accordance with reasonable priority rules that do not unreasonably discriminate between resellers purchasing under this tariff and end user customers of the Telephone Company.

2. General Regulations
2.2 Responsibility of the Telephone Company

2.2.2	Provision of Service
D.	Resold services offered by the Telephone Company are at least technically equivalent to the corresponding service offerings that the Telephone Company provides to its own end users provided that the reseller complies with the regulations contained in this tariff.
E.	The Telephone Company will provide service (including the installation and repair thereof) to resellers at standards that meet the capabilities, functions and performance standards available to Telephone Company similarly situated end users providing that the reseller complies with the regulations contained in this tariff.
1.	Telephone Company personnel dispatched to a reseller's end user premises for purposes of installation or repair will not accept requests for new or modified service beyond that requested by the reseller.

2.2.3	Provision and Ownership of Telephone Numbers
A.	The Telephone Company reserves the right to assign, designate or change telephone numbers, or any other call number designations associated with resold service, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of business. Any such decisions about the assignment, designation or change of telephone numbers or office prefixes will be made in a nondiscriminatory manner.
B.	Should it become necessary to make a change in such numbers, the Telephone Company will give the reseller six months notice of the changes, including an explanation of the reason for the change, by certified U.S. Mail.
1.	In the case of emergency conditions (e.g. a fire in a wire center), it may be necessary for the Telephone Company to change a telephone number without six months notice in order to provide service to the reseller.

2. General Regulations
2.3 Responsibility of the Reseller

2.3.1	Liability
A.	The reseller assumes the responsibility for enforcement of all tariff regulations and class of service restrictions imposed for any particular service (e.g. prohibitions against unlawful use, damage to Telephone Company property, distinctions between residence and business) and any liability arising from violations thereof.
B.	The reseller shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by negligence or willful act of the reseller or the reseller's end user or resulting from the reseller's or reseller's end user's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provisions shall be interpreted to hold one reseller liable for another reseller's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the reseller in prosecuting a claim against the person causing such damage and the reseller shall be subrogated to the right of recovery by the Telephone Company for damages to the extent of such payment.
C.	With respect to claims of patent infringement made by third persons, the reseller shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the reseller or reseller's end user.
D.	The reseller shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, losses or damages including punitive damages, attorney's fees and court cost by third persons arising out of the construction, installation, operation, maintenance or removal of the circuits, facilities or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the reseller's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the reseller to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortious conduct of the reseller, its officers, agents or employees.
E.	The reseller shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney's fees and court costs by the reseller or third parties arising out of any act or omission of the reseller or the reseller's end user in the course of using services provided under this tariff.

2. General Regulations
2.3 Responsibility of the Reseller

2.3.1	Liability
F.	In case of damage, loss, theft or destruction of equipment and facilities furnished by the Telephone Company due to negligence or willful act of the reseller or the reseller's end user or other persons authorized to use the service, the reseller or reseller's end user may be required to pay the expense incurred by the Telephone Company to replace or restore the equipment and facilities to its original condition.

2.3.2	Reseller Notification and Coordination
A.	Unless otherwise specified herein, whenever customer notification is required, the Telephone Company is responsible for providing notice only to the reseller who is the customer of record.
1.	The reseller, and not the Telephone Company, is responsible for providing any notices, bill inserts or other information as may be required to the reseller's end users.

2.3.3	Certifications and Proof of Exemptions
A.	Upon reasonable request the reseller shall certify to the Telephone Company in writing that the services the reseller is purchasing under this tariff are being purchased for resale.
B.	The reseller shall provide the Telephone Company with any certificates or other documentation that may be required under state law pertaining to tax exemptions.

2.3.4	References to the Telephone Company
A.	The reseller may advise end users that certain services are provided by the Telephone Company in connection with the service the reseller furnishes to end users; however, the reseller shall not state, imply or represent that the Telephone Company jointly participates in or is part of any partnership or joint business arrangement for the provision of services to the reseller's customers.