
GENERAL TERMS AND CONDITIONS

A. APPLICATION OF RATES AND CHARGES

1. Application Form

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the terms and conditions from time to time in force and effect.

2. Business and Residence Rates

a. Business rates apply to service furnished:

- (1) In office buildings, stores, factories and all other places of a business nature.
- (2) In hotels, apartment houses, clubs and boarding and rooming houses except when all stations are within the subscriber's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when the station is located in the clergyman's study.
- (3) At any location when the listing indicates a business or a profession except where a professional designation is permitted on residence service as provided in Section 5 of Part B of this Product Guide.
- (4) At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls (See Extensions in Part B, Section 2 of this Product Guide).
- (5) At any location where the substantial use of the service is occupational rather than domestic.
- (6) At any location where a customer-owned coin operated telephone or customer-owned coinless operated telephone is connected which provides pay telephone service to the general public.

b. Residence rates apply to service furnished in private homes or apartments (including all parts of the subscriber's domestic establishment)* for domestic use and not for substantial occupational use. Residence rates also apply:

- in the study of a clergyman located in a church,
- in college fraternity or sorority houses, convents and monasteries for domestic rather than occupational use in residential quarters.

Residence rates do not apply to service in residential locations if the listing indicates a business or profession, except where permitted in Section 5 of Part B of this Product Guide.

Residence rates also do not apply to service furnished in residential locations if there is an extension line between the residential location and a business location; however, if the extension line is limited to incoming calls only, residence rates may be applied to the service.

GENERAL TERMS AND CONDITIONS

A. APPLICATION OF RATES AND CHARGES (Cont'd)

3. Timing of Local Calls

- a. The schedule of initial and overtime chargeable time periods and charges for local calls are specified in Tariff P.S.C. No. 16--COMMUNICATIONS and Tariff PSC NY No. 3--COMMUNICATIONS and in Section 3 of Tariff P.S.C. No. 15--COMMUNICATIONS for calls from Public Access Smart-pay Lines.
- b. Chargeable time periods begin when the connection is established, that is, when there is an answer at the telephone number called or dialed.
- c. Chargeable time ends when the calling station "hangs-up," thereby releasing the network connection. If the called station "hangs-up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- d. When exchange service is connected to a customer-provided communications system through a service terminating arrangement or connecting arrangement under the provisions of Paragraph C following, chargeable time begins when a call from the telecommunications network terminates in or passes through the first multiline terminating system or terminal equipment on that communications system. It is the customer's responsibility to furnish appropriate answer supervision to the point of connection with the exchange telephone service so that chargeable time may begin.
- e. Chargeable time periods do not include time lost because of faults or defects in the service.
- f. Initial and overtime chargeable time periods apply on calls to points outside the primary local calling area and within the extended local calling area.
- g. Initial and overtime chargeable time periods apply on calls to points within the primary local calling area from business message rate service telephones served from central offices where equipment for timing is installed. No overtime charge applies for such calls from all other message rate telephones.
- h. The time when connection is established determines whether day, evening, night, Saturday or Sunday rates apply. In cases where a message begins in one rate period and ends in another, the rate in effect at the time the connection is established applies.
- i. Initial and overtime chargeable time periods do not apply on local calls from flat rate telephones to points within the primary local calling area.

* "Domestic Establishment" means the premises occupied by a family as a residence. A family consists of a group of persons related by blood or law, including their servants and guests, or not more than four unrelated persons, who maintain a common residence, and share the use of facilities such as kitchen, dining room, living room, etc.

GENERAL TERMS AND CONDITIONS

A. APPLICATION OF RATES AND CHARGES (Cont'd)

4. Power Supply

Whenever commercial power, or its equivalent, is required to operate service and facilities provided by the Company at the customer's premises, the customer shall:

- Furnish such power which shall be suitable for the purpose, and
- Provide and maintain all necessary power wiring and power outlets when and where required.

Where the subscriber requires reserve power ready for use in the event of commercial power failures, the subscriber shall provide his own source of such power. In the event of a power failure, no allowance will be made for interruption of the service.

5. Special Charges

In any case where the furnishing of facilities and service involves special installation work or unreasonable construction, maintenance or replacement costs or expenses on the part of the Company, the subscriber may be required to agree in writing to a termination charge liability which would apply in the event of disconnection prior to a specified period, or pay an installation charge or construction charge, monthly charge or any combination thereof, based on the additional costs and expenses involved. The subscriber may also be required to pay additional charges for work performed outside of regular working hours at the request of the subscriber.

Where the Company furnishes a facility or service for which a rate or charge is not specified in this Product Guide, charges based on cost apply. Where such facilities or services have been furnished the applicable monthly charges are decreased by 2.05% for private line, wideband and mileage services. All other special assemblies remain unchanged.

A one-time Engineering Design Charge (EDC) applies to each request for a Special Construction quote.

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

6. Labor Rates

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

7. Rounding of Individually Itemized Calls

Charges for calls which are individually itemized on customers' bills are rounded to the nearest cent. Fractional amounts less than .5 cents will be rounded down and fractional amounts equal to or above .5 cents will be rounded up.

8. Non-regulated or Detariffed Services

References to non-regulated or detariffed services in this Product Guide, Part A (for example because such services are included as a component of a package, or because purchase of the service is a condition to the availability of a regulated offering) will not be interpreted to require tariffing of the terms and conditions, including price, on which such services are offered.

GENERAL TERMS AND CONDITIONS

A. APPLICATION OF RATES AND CHARGES (Cont'd)

9. Implementation Date of Product Guide Amendments

An implementation date is the date when a new service becomes available, or a price or term and condition for a service, begins to apply to customers. Unless otherwise stated, the implementation date for a provision of this Product Guide is the effective date of such provision. The implementation date may be delayed beyond the intended date due to unanticipated delays in the availability of necessary billing and operational systems, or for other reasons. In case of any delay in the implementation date, a new implementation date will be set forth in a footnote on the relevant Product Guide page(s).

10. Verizon will provide the services covered by this Product Guide where facilities are available to provide the particular services and will provide the services using the facilities and technologies best suited to provide the particular services efficiently and economically. Verizon will provide thirty (30) days written notice to you if your service will be discontinued under the terms set forth in the preceding sentence.

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GENERAL TERMS AND CONDITIONS

B. USE OF SERVICE AND FACILITIES

1. Use of Service

The use of business service and facilities is restricted to the subscriber, the agents and representatives of the subscriber and joint users except as provided in Paragraph C of this Section or as otherwise provided by this Product Guide. This prohibition does not apply to the use of service for switched data (non-voice) communications relating directly to the business of Composite Data Service Vendors or Composite Data Service Vendor's patrons, or a communications common carrier in the provision of public telegram message service or overseas data message service.

The use of residence service and facilities is restricted to the subscriber, members of the subscriber's domestic establishment and joint users, except as otherwise provided by this Product Guide.

The Company shall not be required to furnish service or facilities where the circumstances are such that the proposed use of the service or facilities would tend to injuriously affect the efficiency of the Company's plant, property or service.

2. Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and be returned to it whenever requested, within a reasonable period following the request, in as good condition as reasonable wear will permit.

Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available grandfathered stock.

3. Broadcast of Recordings of Telephone Conversations and Incoming Messages

Broadcasting of a recording of a telephone conversation or incoming message during the period of recording is permitted provided that in the interest of protecting the privacy of telephone service the recording is made in accordance with Paragraph C.1.d. of this Section.

GENERAL TERMS AND CONDITIONS

C. OBLIGATION OF THE COMPANY

1. In furnishing service and/or facilities, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its subscribers for communications.
2. The Company's obligation to furnish service and/or facilities is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) to secure and retain, without expense to it, suitable space for its plant and facilities in the building where service is or is to be provided, (c) to secure reimbursement of all costs where the owner or operator of a building demands relocations or rearrangement of plant and facilities used in providing service therein, or (d) to secure compliance with the provisions of Section 12 of Part B of this Product Guide as to underground construction by the subscriber or any other party in interest, such as the applicant for service or the owner or operator of the premises where service is or is to be provided.

GENERAL TERMS AND CONDITIONS

D. LIABILITY

1. Liability of Subscriber for Loss of or Damage to Equipment

The subscriber is required to reimburse the Company for any loss of, or damage to the telephone instrument, facilities or equipment on the subscriber's premises, including loss or damage caused by agents, employees or independent contractors of the subscriber through any cause whatsoever except circumstances beyond the control of the subscriber, his agents, employees and independent contractors.

2. Liability of Company for Service Interruptions, Errors, etc.

a. Service interruptions

When, after notice by the subscriber to the Company of an interruption of service, service continues to be interrupted, a credit allowance will be given if the interruption continues for at least 24 hours, and will be given under certain circumstances, if it continues less than 24 hours. The allowance is equal to a portion of the monthly rate for all services and facilities furnished by the Company that are rendered useless or substantially impaired. The allowance shall apply as follows with respect to the period of interruption that continues after such notice:

(i) if interruption continues for more than 24 hours

- (a) if the interruption is caused by storm, fire, flood or other condition out of the Company's control, 1/30th of such monthly rate for each 24 hours (or fraction thereof),
- (b) for other interruptions, 1/30th of such rate for the first 24 hours and 2/30th of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30th allowance applies to the first 24 hours of the second and subsequent interruptions.

In cases where groups of subscribers are affected by interruptions, when it is administratively feasible with a reasonable amount of effort for the Company to identify such subscribers, the Company will give credit without notification by the subscribers.

(ii) if interruption continues for less than 24 hours

if the allowance is requested of the business office by the subscriber on the grounds that his service for the day was substantially impaired by such interruption or interruptions, then, for that day

- (a) 1/30th of such monthly rate, if there was not a previous interruption of at least 24 hours in the same billing period,
- (b) 2/30th of such monthly rate, if there was a previous interruption of at least 24 hours in the same billing period.

GENERAL TERMS AND CONDITIONS

D. LIABILITY (Cont'd)

2. Liability of Company for Service Interruptions, Errors, etc. (Cont'd)

a. Service interruptions (Cont'd)

(iii) No interruption allowance shall be made for failures in facilities provided by an interconnector.

(iv) Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Product Guide, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Product Guide. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Product Guide, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

b. "Interruption" defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages.

c. Lines and Trunks Terminating in Key Systems and PBX Systems

When a subscriber has several lines or trunks terminating in a key system or PBX system, and such lines or trunks are affected by interruption, the allowance applicable to the equipment associated with such lines or trunks shall be as follows:

(1) When all the lines or trunks terminating in the equipment are interrupted, the allowance specified in Paragraph D.2.a.(i) or a.(ii) preceding, as appropriate, shall apply to the monthly rate for such equipment.

(2) Where some, but not all, of the lines or trunks associated with the equipment are interrupted, no allowance shall apply to the monthly rate for such equipment, except, that if the subscriber requests of the business office an allowance for such equipment on the ground that his use of the service was substantially impaired by such interruption, an allowance shall be granted. The amount of the allowance shall be the amount as determined in Paragraph D.2.c.(1) preceding, or such percentage of such amount as shall be reasonable to the subscriber.

GENERAL TERMS AND CONDITIONS

D. LIABILITY (Cont'd)

2. Liability of Company for Service Interruptions, Errors, etc. (Cont'd)

d. Equipment malfunction

Where an equipment malfunction, not related to a service interruption as previously defined, occurs for a period of at least 24 hours, an allowance of 1/30 of the rate for the affected equipment shall apply for each 24 hours or fraction thereof during which the malfunction continues after notice by the subscriber to the Company. When there is an equipment malfunction for less than 24 hours following notice by the subscriber to the Company, an allowance of 1/30 of the rate for the affected equipment shall apply, if such allowance is requested of the business office by the customer on the grounds that his use of the affected equipment was substantially impaired by such malfunction.

e. Exclusivity of allowance in absence of gross negligence or willful misconduct

Apart from the interruption allowance stated above, no liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.

f. Group Channel Service

The interruption allowance for Group Channel Service shall be as set forth in Section 5.C.7.b of Part B of this Product Guide and the interruption allowance for Wide Area Telephone Service shall be as set forth in Tariff PSC NY No. 12--COMMUNICATIONS.

g. Use of lines of other companies

When the lines of other companies are used in establishing connection to points not reached by the Company's lines or for connection to a port or ports offered in Section 12 of Part B of this Product Guide, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.

h. Indemnification by subscriber

The subscriber indemnifies against (i.e., promises to reimburse the Company for any amounts the Company must pay as the result of), and saves the Company harmless against, claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the subscriber; and against all other claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the subscriber or interconnector in connection with facilities provided by the Company, the interconnector, or the subscriber.

GENERAL TERMS AND CONDITIONS

D. LIABILITY (Cont'd)

2. Liability of Company for Service Interruptions, Errors, etc. (Cont'd)

i. Subscriber-provided equipment

The services and facilities furnished by the Company, in addition to the limitations set forth in Paragraph D.2.a through h preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company, (1) caused by subscriber-provided equipment, power or premises wire, or (2) which would not have occurred if Company-provided terminal equipment or premises wire had been used.

j. Directory errors

In the absence of gross negligence or willful misconduct and except for the allowances stated hereinafter in Paragraphs D.2.j. (1), (2), and (3), no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- (1) Free listings. For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing for each individual or auxiliary line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs. (C)
- (2) Charge listings. For additional or charge published directory listings, credit shall be given at the monthly rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- (3) Operator records. For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30 of the basic monthly rate for PBX trunks.
- (4) Credit limitation. The total amount of the credit provided for in the preceding Paragraphs D.2.j.(1), (2) and (3) shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in Paragraph (3), for the line or lines in question.

GENERAL TERMS AND CONDITIONS

D. LIABILITY (Cont'd)

2. Liability of Company for Service Interruptions, Errors, etc. (Cont'd)

j. Directory errors (Cont'd)

(5) Definitions. As used in Paragraphs D.2.j.(1), (2), (3) and (4), the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.

(6) Notice. Such allowances or credits as specified in Paragraphs D.2.j.(1), (2), and (3) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

k. Credits attributable to any billing period under Paragraphs D.2.a., c., d., e., and j. preceding shall not exceed the total charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.

l. Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third-party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that give rise to any claims of non-compliance of the Company with any applicable law, including the failure to purchase or implement features that enable compliance with laws.

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GENERAL TERMS AND CONDITIONS

E. TELEPHONE NUMBER CHANGES

The Company reserves the right to change the subscriber's telephone number or numbers or the central office designation associated with such telephone number or numbers, or both, as the conduct of the business may require. The subscriber has no right to be assigned a particular number and the subscriber has no proprietary right in any number that is assigned by the Company in the furnishing of telephone service.

In any case where existing service is continued for a new subscriber, the telephone number may be retained by the new subscriber only if the former subscriber consents.

F. ACCESS TO SUBSCRIBER'S PREMISES

The subscriber shall be responsible for making arrangements or obtaining permission for Company employees to enter the premises of the subscriber or ultimate user of telephone service or equipment at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

GENERAL TERMS AND CONDITIONS

G. MINIMUM CHARGES

1. General

a. For Exchange Service and Facilities

The minimum charge for exchange service and facilities is the applicable rate for one month except as otherwise provided in this Product Guide.

b. For Private Line Service and Facilities and Leased Channels

The minimum charge for private line service and facilities and leased channels is the applicable Product Guide rate for one month except as otherwise provided in this Product Guide.

2. Cancellation or Change of Application Prior to Establishment of Service

When an application for facilities and service is cancelled in whole or in part prior to completion of the construction and installation, the subscriber is required to pay to the Company, upon demand, the total costs and expenses in connection with providing and removing such facilities, less the estimated recoverable value, if any, of the facilities involved, not to exceed in any event the applicable minimum and installation and termination charges specified in this Product Guide.

When a subscriber requests a change in the location of all or a part of the facilities covered by the subscriber's application prior to completion of the construction and installation thereof, the subscriber is required to pay to the Company, upon demand, the difference between the total costs and expenses incurred by the Company in completing the construction and installation and that which would have been incurred had the final location of facilities been specified initially in the application.

When an application is cancelled in whole or in part after completion of the construction and installation but prior to the establishment of service the subscriber is required to pay to the Company, upon demand, the applicable minimum and termination charges specified in this Product Guide and the applicable connection and construction charges.

3. Charges Based on Period of Actual Service

a. Charges are based on period of actual service when service for which the minimum charge is one month is terminated within the first month, under the following conditions:

(1) Condemnation of property, damage to property by fire or similar cause necessitating abandonment of the premises.

(2) Death of the subscriber.

b. Charges are based on period of actual service when service for which the minimum charge is one month is assumed by a new subscriber during the first month except for facilities not taken over, to which minimum charges are applicable in accordance with the terms under which the original service was furnished.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE

1. Advance Payments

Any applicant for facilities or service, whose financial responsibility is not established to the satisfaction of the Company, may be required to pay in advance the service connection and installation charges and at least one month's rental.

Applicants for facilities or service to which construction charges are applicable may be required to prepay the monthly payments for such construction charges, the amount of such prepayment to be computed as provided in Section 7.E of this Product Guide.

2. Deposits

Subject to the special provisions for residential customers, set forth below, any applicant or subscriber, whose financial responsibility is not established to the satisfaction of the Company, may be required to deposit a sum up to an amount equal to the total of the estimated charges for two months for the facilities and service, except as provided in Paragraph J.3 following for deposits in connection with Election Service. Such applicant or subscriber who requests or is furnished facilities and service for which a minimum charge of more than one month is specified in this Product Guide, may, in addition, be required to deposit a sum up to an amount equal to the total of the minimum charge less any installation charge paid by the subscriber. Such applicant or subscriber who requests or is furnished a manual multiple or dial PBX switchboard system or concentrator-identifier equipment may, in addition, be required to deposit a sum up to an amount equal to the total estimated installing and removal costs for the equipment installed less any installation charge paid by the subscriber. The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Product Guide provisions for advance payments and for the prompt payment of bills on presentation. Each applicant or subscriber from whom a deposit is collected shall be given a certificate of deposit and a circular containing the terms and conditions applicable to deposits, in accordance with Part 609 of the Rules and Regulations of the Public Service Commission pertaining to subscriber deposits.

Either a new customer or an existing customer may be required to make a deposit. The need for a deposit is based on a new customer's ability to establish satisfactory credit and on an existing customer's payment history with the Company.

An existing residential customer is any applicant for service who was a customer of the same telephone corporation within 12 months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

2. Deposits (Cont'd)

a. Special provisions for residential customers:

- (1) Deposits from existing customers. Except as provided in Paragraph H.2.a.(4) following, the company may require a deposit from a residential customer if the customer is delinquent in payment, or if the customer's service has been suspended or terminated for non-payment once within the preceding 6-month period. "Delinquent in payment" means that a customer has received 2 consecutive telephone bills without making payment of one-half of the total of the 2 bills prior to the due date of the second bill. In addition, the Company shall provide a customer written notice, at least 10 days before it may assess a deposit, and state that the failure to make timely payment will permit the Company to require a deposit. (A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.)
- (2) Deposits from new customers. New customers are asked for information to establish credit. "Yes" answers to any three of the following six credit screen questions entitle a person to service without a deposit, except as provided in Paragraph H.2.a.(4) following.
 - a. Are you (or your spouse with whom you're living) employed? If so, state your (or your spouse's) employer's name, address, telephone number and your (or your spouse's) position.
 - b. Have you been employed for the past two years by no more than two employers? If you have been employed for less than two years, is this because you have recently graduated from school, recently been discharged from military service or recently been widowed, separated or divorced?
 - c. Do you own your own home, or if you rent, have you occupied the premises and your preceding residence for a total of at least two years?
 - d. Have you maintained a bank account for more than one year?
 - e. Do you have credit cards, charge accounts, or have you been extended credit by a bank, commercial concern or individual? (A "Yes" response will be negated if subsequent investigation proves the applicant is not credit-worthy.)
 - f. Do you have any sources of income other than employment, e.g., stocks, bonds, real estate, welfare, pension, alimony, etc.?
- (3) Provision of information. Customers are required to provide information which permits the Company to verify their responses. If the customer chooses not to provide credit information, or does not give three "Yes" answers to the above questions, a deposit is required, except as provided in Paragraph H.2.a.(4) following.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

2. Deposits (Cont'd)

a. Special provisions for residential customers: (Cont'd)

- (4) Deposits from new or existing customers 62 years of age or older. All new customers or existing customers who are 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was suspended or terminated for non-payment during the preceding 6 months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service.

Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

- (5) Deposits from new or existing customers receiving public assistance. The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a Security Deposit.

- 6) Recent payment history. Customers who have a recent payment history with the Company (or another New York State telephone company) are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment. A customer who still owes money to the Company for residential service on a prior account in his or her name shall be offered a deferred payment plan not to exceed three months provided that the customer had service for three months and was not terminated for nonpayment during that period. (See also Paragraph H.10 of this Section).

- b. Interest on deposits. Simple interest at the rate specified by the Public Service Commission shall be credited or paid to the customer while the Company holds the deposit. New deposits from residential customers are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to residential customers after 1 year, and to business customers after 3 years, unless the customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the subscriber.

- c. Inadequate Deposit. If the amount of a deposit is inadequate, the customer shall be required to pay an additional amount on request.

- d. Return of deposit. When a deposit on existing service is to be returned in whole or in part, the amount to be returned may first be applied to the current amount then payable and the amount for the next succeeding month for telephone service. Return of an amount over and above those amounts payable for telephone service shall be made by check unless the subscriber requests that such amount be credited to his bill, or, at the election of the depositor, the full refund shall be made to the depositor.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

3. Payments and Deposits in Connection With Election Service

- (a) Any applicant or Subscriber who is furnished facilities or service for use in connection with a federal, state or local election campaign for political office or in connection with a question, proposition or any other matter which is on an election ballot (Election Service) shall be required to deposit a sum equal to the total of the estimated charges for two months for the facilities or service; provided, however, that when the facilities or service are to be furnished for a period of less than two months, the subscriber shall be required to deposit a sum equal to the estimated charges for such facilities or service for such period.
- (b) In any case where the deposit is determined to be insufficient, the Company shall forthwith give written notice to the subscriber of the additional amount of deposit required and of its intention to suspend or terminate service in accordance with the provisions of Paragraph J.4 of this Section if such additional amount of deposit is not received by the date specified in the notice.
- (c) Any applicant or subscriber who is furnished facilities or service for use in connection with Election Service shall be required to sign a written application for Election Service which shall identify the applicant or subscriber and which shall expressly state that the person or persons signing the application will be liable for payment of all charges and that the person or persons signing the application understands that the Company will discontinue service under the provisions of Paragraph H.9 of this Section, if any amount due, or any deposit requested, is not paid.
- (d) Except as provided in Paragraphs H.3.(a), (b) and (c) above, all other provisions for deposits set forth in Paragraph H.2 of this Section apply.

4. Responsibility for Local and Toll Message Charges

The subscriber is responsible for all messages sent over the subscriber's line and for all messages charged to the subscriber's line where the subscriber, or any person answering the subscriber's line, agrees to accept such charge.

5. Payment of Charges

Monthly charges for facilities and service (other than charges for calls) are payable monthly in advance, and, except where otherwise provided in this Product Guide, all other charges are payable upon request of the Company.

Bills are due on the due date shown on the bill and are payable at any business office of the Company, or at any other office designated by the Company. Except as provided in Paragraph H.18 of this Section, if objection is not received by the Company within 6 months after the bill is rendered, the items and charges appearing thereon shall be deemed to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer by virtue of the preceding sentence if the Company or the customer has records on the basis of which the objection may be considered. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed.

(C)
(C)

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

5. Payment of Charges (Cont'd)

Except as shown in Paragraph H.2.a(6) above, the Company reserves the right to refuse an application for service made by a present or former subscriber who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied or, if a residential applicant had been a residential subscriber for at least three months, and previous termination was not due to nonpayment, until the residential applicant agrees to pay the outstanding amount in full over a period not to exceed three months. In the event that service is connected for a subscriber who is indebted to the Company for telephone service previously furnished such subscriber, the service may be terminated by the Company unless the subscriber satisfies the indebtedness within 20 days after written notification or a residential subscriber who qualifies fails to satisfy the deferred payments due for outstanding amounts.

6. Check Return Charge

A Check Return charge will apply whenever a check, draft or electronic bank debit presented for payment of service is not accepted by the institution to which it is directed or if the institution's initial acceptance is rescinded.

In the case of an error by the institution to which the check, draft or electronic bank debit is directed, the charge will be waived by the Company.

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

7. Late Payment Charge*

(a) General

A charge at the rate specified in Section 3 of this Part A of the Product Guide, applies to all amounts previously billed on customers' bills and remaining unpaid at the time the next bill is prepared, excluding the previous month's local service charge, but including arrears and late payment charges.

The late payment charge applies to all unpaid charges billed on the Verizon New York bill, with the exceptions noted in Paragraph H.7.(b) following.

A minimum late payment charge, as specified in Section 3 of this Part A of the Product Guide, applies.

(C)

* The late payment charge will be applied to intrastate third party carrier billings only when appropriate authorization is provided in the intrastate jurisdiction.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

7. Late Payment Charge* (Cont'd)

(b) Terms and Conditions

- (1) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.
 - (2) The late payment charge does not apply to final accounts.
 - (3) The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill. If the dispute is resolved in the Company's favor, then the late payment charge will be applied following resolution of the dispute to billed amounts that were not paid while the dispute was pending, for the full period over which those amounts remained unpaid.
 - (4) All amounts deferred under deferred payment agreements will not be subject to the late payment charge.
 - (5) The late payment charge does not apply to residence customers who are billed under a quarterly payment plan.
 - (6) For those residence customers who certify to the Company that they suffer from serious illness, the late payment charge will be waived.
7. Life Line customers are exempt from the late payment charge.
8. The late payment charge does not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984)#.

8. Installment Billing

Residence customers may elect to pay their service connection, initial, installation, move, substitution and other non-recurring charges associated with service orders including restoral charges in monthly installments for up to a 12-month period. When installment billing is requested, it will be applied to all non-recurring charges, subject to the following:

- a. Installment billing may be used only by residence customers.
- b. £Charges will be billed in 12 equal monthly installments.

* The late payment charge will be applied to intrastate third party carrier billings only when appropriate tariff authorization is provided in the intrastate jurisdiction.

State agencies are defined in Section 9 of Part B of this Product Guide.

£ Seasonal service and short -term service may, at the Company's discretion, be limited to 3 months.

Certain material formerly on this page now appears on 2nd Revised Page 19.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

8. Installment Billing (Cont'd)

- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges. (M)
- d. A customer may elect to pay the unbilled charges before the expiration of the installment plan. J
- e. More than one installment plan may be in effect for the same customer at the same time, except however, only one installment plan for restoral charges may be in effect at the same time.
- f. If a customer disconnects service before the expiration of the plan period all unbilled charges will be included in the final bill rendered.
- g. Installment billing payments will continue even though an account is temporarily suspended.
- h. No interest or carrying charges will be applied.

9. Suspension or Termination for Nonpayment

In the event of the nonpayment of any bill rendered or any required deposit, the Company may suspend service (discontinue outgoing service only) or terminate service (discontinue both incoming and outgoing service) until the bill rendered or the required deposit has been paid.

Such suspension or termination shall not be made until:

At least five days (10 days for termination) after written notification has been served personally on the subscriber, or electronic communications sent to customers who opt – in to receive electronic notifications, or

At least eight days (13 days for termination) after written notification in a postpaid wrapper has been mailed to the billing address of the subscriber, or

At least five days (10 days for termination) after the subscriber has either signed for or refused a registered letter containing written notification mailed to the billing address of the subscriber.

Where termination follows suspension, at least five days must elapse following the date of suspension before service is terminated, unless the subscriber consents to earlier termination.

Provided, however, that message toll service may be refused if, upon request of the Company, the subscriber fails to make a reasonable deposit to guarantee payment for said service or pay the toll charge in advance.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

9. Suspension or Termination for Nonpayment (Cont'd)

a. Special provisions for residence customers

- (1) Suspension/termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to customers no later than six business days after the date of the bill. The 25-day period shall be extended one day for each day beyond the sixth business day when bills are mailed late.
- (2) Suspension shall not be made until at least 8 days (20 days for termination) after written notification has been issued.
- (3) Suspension/termination may occur only between the hours of 8 AM and 4 PM Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through December 26 and December 30 through January 2. At least one attempt shall be made during non-working hours to contact the residential customer by telephone before the date of suspension/termination.

b. Dishonored Checks

If a subscriber who has received a notice of discontinuance pays his bill with a check that is subsequently dishonored, his account remains unpaid and the Company is not required to issue any additional notice before discontinuing service. However, when a check received from a residence customer is dishonored, and that customer has not previously submitted a dishonored check within the past 12 months, the Company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours and the customer shall be given an additional 24 hours to pay before suspension/termination.

c. Exceptions to Suspension and Termination

The monthly rental charge does not apply during the period of suspension or termination for nonpayment. Telephone service shall not be suspended or terminated for:

1. nonpayment of bills rendered other than for telephone service or deposits requested in connection with telephone service;
2. nonpayment for services for which a bill has not been rendered; except the initial advance payment of new subscribers.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

9. Suspension or Termination for Nonpayment (Cont'd)

d. Suspension or Termination - Medical Emergencies for Residence Customers

In the event of a medical emergency, as defined in 16NYCRR, Sec. 609.5, an additional 30 days will be allowed for residential customers before suspension or termination, provided a medical certificate, as defined in 16NYCRR, Sec. 609.5 is supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the pendency of the emergency, customers will be able to defer payment of monthly charges in an amount up to \$30.00 until the emergency ceases or it is determined that customers have the ability to pay the charges. Any charges in excess of \$30.00 in any month are due by the due date of the bill.

e. Suspension or Termination - Elderly, Blind or Disabled - Residence Customers

Where a residential customer is known to or identified to the Company as being blind or disabled as defined in 16NYCRR, Sec. 609.5, or 62 years of age or older and all other residents of the subscriber's household are under 18 years of age, 62 years of age or older, blind or disabled, an additional 20 days will be allowed before suspension or termination may occur. The Company shall make a diligent effort to contact by phone or in person, if telephone contact is not successful, an adult resident at the location for purposes of devising a payment plan 8 days before the date of suspension or termination.

In cases where service has been suspended or terminated and the telephone corporation subsequently learns that the customer is entitled to the protections established under this subdivision, the telephone corporation shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan. A telephone corporation unable to contact such person within 24 hours shall make reasonable efforts to achieve contact as soon as practicable.

10. Deferred Payment Agreements - Residence Customers

Existing residential customers with three or more months service and for whom service has not been terminated for nonpayment shall be offered a deferred payment agreement prior to suspension/termination, unless it is determined by the Commission that such customer has sufficient resources to pay the bill. Residence customers with medical emergencies and customers who are elderly, blind or disabled shall be exempt from such eligibility criteria.

Service will not be suspended or terminated unless a deferred payment plan is offered.

Final notices of suspension/termination will advise customers of deferred payment arrangements and no less than six days before termination of total service, a deferred payment plan will be offered which will include in bold print a notice that assistance may be obtained from the Commission.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

10. Deferred Payment Agreements - Residence Customers (Cont'd)

Deferred payment agreements will be for a period of no less than 10 months unless otherwise agreed to by the customers and for amounts of up to \$450 unless greater amounts are agreed to by the Company.

Down payments shall not exceed the lesser of one-fifth of the amount deferred or 3 months of a customer's average billing plus the difference between the total amount of arrears and the amount deferred.

11. Adjusted Payment Schedule

Residence customers on fixed incomes (e.g., pensions and public assistance) shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

12. Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- (a) The Company shall have verified in a manner approved by the Public Service Commission that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice of termination, and
- (b) The Company shall have checked the subscriber's account on the day suspension or termination occurs, to determine whether payment has been posted to the subscriber's account as of the opening of business on that day.

13. Disputed Bills

Telephone service shall not be suspended or terminated for nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules contained in Subchapter C, Chapter VI, Title 16 of the New York Code of Rules and Regulations, Part 600--Notices of Discontinuance and Complaint Procedures, Section 600.8, and the Company may not discontinue service regarding a disputed bill or deposit until it has complied with said Commission Rules.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the subscriber, having been asked to pay such undisputed portion, does not do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment absent circumstances beyond the Company's control or later upon customer request. When circumstances beyond the Company's control exist, the service will be connected within 24 hours after cessation of such circumstances.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

13. Disputed Bills (Cont'd)

The Commission or its authorized designee may direct reconnection of service which may be within less than 24 hours

Copies of Company complaint handling procedures are on file with the Commission and are available to the Public for inspection upon request at each Company office where applications or payments for service may be made in person.

The provisions contained herein also apply to services furnished under the other Parts of this Product Guide.

14. Termination for Cause Other Than Nonpayment

The Company, after notice to the subscriber and after having given the subscriber an opportunity, appropriate to the circumstances involved, to respond to such notice, may, under the following conditions, forthwith terminate the service, and sever the connection and remove its equipment from the subscriber's premises:

- a. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the subscriber of the provisions governing the facilities and service furnished, or
- b. If, in the judgment of the Company, any use of the facilities or service by the subscriber tends to injuriously affect the efficiency of the Company's personnel, plant, property or service.

The Company, however, shall have the right to take immediate action, including termination of the service and severing of the connection without notice to the subscriber when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur.

Prohibited, unlawful or improper use of the facilities or service includes, for example,

- (1) the use of facilities or service of the Company to transmit a message or locate a person or otherwise to give or obtain information, without payment of charges,
- (2) calling or permitting others to call another person or persons so frequently or at such times of the day or in such a manner as to harass, frighten, abuse or torment such other person or persons,
- (3) the use of profane or obscene language,
- (4) the use of the service in such a manner as to interfere with the service of one or more other subscribers or to prevent others from making or receiving calls,
- (5) the use of a mechanical dialing device or recorded announcement equipment to seize a subscriber's line, thereby interfering with the subscriber's use of the service,
- (6) the obtaining of telephone service by any fraudulent means whatsoever, with the intent of avoiding payment for the service.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

14. Termination for Cause Other Than Nonpayment (Cont'd)

Suspension/Termination relating to Port Services - The suspension/termination of an interconnector for nonpayment or for cause other than nonpayment as described in this Section will result in the suspension/termination of any customer of a port or ports offered pursuant to Section 12 of the P.S.C. No. 15 Tariff who has selected said interconnector for provision of links. The Company will notify the affected customers prior to the suspension/termination date to advise them of their options: disconnect or select the Company or another interconnector for provision of their links.

Abandonment

- a. In the event of abandonment of facilities or use by unauthorized persons, the Company may terminate telephone service if it is determined by an inspection of the premises, or such other means as are necessary, that such facilities have in fact been abandoned or are being used by unauthorized personnel.

Suspension/termination of residential service for abandonment or unauthorized use may occur only after such means are used which are reasonably calculated to determine occupancy or authorized use and a notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous notifications are returned as non-deliverables or a new customer advises that he or she moved into the location.

- b. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and that service is subsequently restored to the same subscriber at the same location

(1) no charge shall apply for the period during which service had been terminated, and

(2) no charge shall be made for reconnection of the service if the termination was in error.

The provisions contained herein also apply to service furnished under the other Parts of this Product Guide.

15. Termination by Notice

Subject to the provisions from time to time in force and effect, facilities and service may be terminated by the subscriber or the Company by giving 10 days' notice in writing. For customers who opt-in to receive electronic notification, this notice may be by electronic communications.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

16. Backbilling

Charges for previously unbilled service or upward adjustments of bills previously rendered to residence customers may not be billed beyond 24 months after the error occurred unless the culpable conduct of the customer caused or contributed to the untimely billing. When such charges are billed, the company must provide an explanation and advise customers that payment may be made under an installment plan which shall not be less than one month for each month represented by the late billed charges unless otherwise agreed to. In addition, the company may not terminate service for nonpayment of charges rendered in excess of 6 months after the service was provided unless the delay in billing was due to the customer's culpable conduct. Upon request, a written explanation will be provided.

17. Quarterly Payment Plan

Residential customers, 62 years of age or older, may request a plan for payment on a quarterly basis of charges for services rendered, provided that such customer's average annual billing is not more than \$300.00.

18. Billing Discrepancies

a. General

The following provisions govern the disposition of billing discrepancies related to recurring monthly charges for exchange access lines, private lines, service features, such as Custom Calling Service and equipment. Except for the provision or interest as set forth in Paragraph H.18.c following, these provisions shall not apply to charges related to the Company's usage services, including access to interexchange carriers.

b. Overbilling

- (1) Claims for overbilling of charges on account of a disconnected line or circuit may require the Company to verify disconnection by an inspection at either of the Company's central office facilities, the customer's network interface, or both.

If the Company determines, as a result of the inspection, that the customer's line or circuit has not been disconnected but is out of service, the Company will repair the line or circuit unless the customer directs that the line or circuit be disconnected. No credit for an out-of-service condition will be provided unless it is determined that the customer had previously reported an out of service condition to the Company.

If the Company determines, as a result of the inspection or other Company verification method, that the line or circuit cannot be located at either the central office or the network interface, credit will be provided for the disconnected line or circuit as follows. Credit will be given to the date of disconnection of the line or circuit, if available from the Company's records or reasonable evidence provided by the customer, up to a maximum of six years. If a disconnect record is not available, but a record of physical activity other than disconnection is available, credit will be given to the date of that activity, up to a maximum of three years. When no disconnect record or record of other activity is available, credit will be given to the date billing commenced, up to a maximum of six months.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

18. Billing Discrepancies

b. Overbilling (Cont'd)
(1) (Cont'd)

In those instances where there is reasonable evidence that non-Company personnel altered facilities on the Company's side of the demarcation point or CAP in the case of customers qualifying for a CAP, an exchange access line or private line and its associated features and equipment shall be deemed to still be in service and no credit shall apply. (C)

(2) Interest, compounded monthly, will be paid on customer overpayments. Customer overpayments are considered to have occurred when payment in excess of the correct charges for service is made and is caused by erroneous company billing. The rate of interest shall be the greater of the unadjusted customer deposit rate or the rate that is paid as the late payment charge. Interest will be adjusted for any changes in the deposit rate or the late payment rate. Subject to Paragraph J.18.a preceding, interest shall be paid from the date the overpayment is made to the date the overpayment is refunded. The late payment charge rate is set forth in Section 3 of this Part A of the Product Guide. (T)

Interest will only be paid when the customer overpayment was caused by erroneous billing by the Company. Interest will not be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

c. Underbilling

Subject to the provisions governing backbilling for residence service, customers shall be backbilled for underbilled items to the date the customer received service, up to a maximum of six years, where the company or customer has a record of when service was connected. Where a record of connection is not available, but a record of activity other than connection is available, the customer shall be backbilled to the date of that activity, up to a maximum of six years. Where there are no records indicating connection or other activity, billing will commence as of the date of discovery of the underbilling. No interest shall be applied.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

19. Termination Liability

Early termination charges that are otherwise applicable to term commitments for Voice Exchange services such as, but not limited to, Centrex, Business Lines and Trunks, ISDN PRI, Corporate Rewards, and Flexpath services, will not be assessed when the customer changes or upgrades to another service that is provided by the Company or its affiliates under a term commitment provided the following conditions are met:

(C)

- a. The revenue value to the Company or its affiliates of the new term commitment is equal to or greater than the remaining value of the current term commitment; and
- b. The customer timely notifies Verizon that the orders to discontinue the existing service and the orders for the new or upgraded service are related in order to enable the Company and its affiliates to coordinate the implementations of both orders within reasonable time frames.

GENERAL TERMS AND CONDITIONS

I. ORDER OF PRECEDENCE DURING PERIOD OF FACILITY SHORTAGES

Whenever facilities are not immediately available to furnish service to all applicants, the order of precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2, as amended August 7, 1946, as shown below.

Category I

Business service and residence main service to the extent required for the proper discharge of duties essential to the activities of:

Official Army, Navy, Marine Corps and Coast Guard Units and the Veterans' Administration;

Official Federal, State, county and municipal government services;

Official agencies of foreign governments;

Public or private organizations directly serving the public safety, health, or welfare, such as: hospitals, clinics, sanitarium; physicians, surgeons, dentists, nurses, nurses' registries, veterinarians, ambulance services, manufacturers or distributors (wholesale and retail) of drugs, surgical, medical, hospital or dental supplies or equipment; mortuaries, burial service organizations; the American Red Cross and similar agencies;

Philanthropic and eleemosynary organizations recognized as such by the Bureau of Internal Revenue, including their fund raising offices; United Service Organizations and other similar organizations; religious establishments and their officiating clergy; Christian Science practitioners; public and private schools;

Press associations, newspapers, radio broadcasting stations;

Public transportation, pipe line companies, all types of public utilities;

Labor unions having bona fide collective bargaining agreements, with business concerns identified in this category;

Public Telephone Services;

Temporary installation of residence main service when the immediate installation of service is essential to the protection of life;

Temporary installation of one residence extension telephone when it is essential in cases of serious illness;

One residence extension telephone and/or connection with an answering bureau for practicing physicians and surgeons;

Changes of address of business service and of residence main service within the same central office area;

Service, other than listed above, required because of essentiality or unreasonable hardship.

GENERAL TERMS AND CONDITIONS

I. ORDER OF PRECEDENCE DURING PERIOD OF FACILITY SHORTAGES (Cont'd)

Category II

Changes of address of business service within the same exchange or between exchanges within the State of New York or within the vicinity of New York City.

Category III

New business service for an enterprise which is substantially owned and principally operated or managed by a veteran who applies for service within twenty-four months after being honorably separated or placed on terminal leave from the armed forces of the United States or the merchant marine, provided such enterprise is expected to be the veteran's principal means of livelihood. The applicant for service must certify to these facts in writing.

Category IV

Business service other than that included in the above categories.

Category V

Residence main service where:

The attending physician or surgeon certifies in writing that there exists a condition of serious illness or pregnancy involving serious complications that he must be called repeatedly at unpredictable intervals for emergency treatment and that in view of all the circumstances telephone service is essential. Such service shall be terminated within 30 days of the termination of the conditions specified above.

A person lives alone and the attending physician certifies in writing that such person is confined to residence quarters for a protracted period by reason of serious illness or physical disability and that in view of all the circumstances telephone service is essential; residence main service where a blind person lives alone. The phrase "lives alone" includes a person who is alone all day or during the day or night working hours, except for one or more children aged fifteen years or younger or another person either blind or similarly certified to be confined to residence quarters by reason of serious illness or physical disability. Such service shall be terminated within 30 days after the termination of the conditions specified above.

A seriously disabled veteran of the armed forces of the United States who applies for service within twenty-four months after being honorably separated from the armed forces. For the purpose of this paragraph a veteran will be considered seriously disabled if he is receiving disability payments of \$50.00 a month or more from the Veterans' Administration. The applicant for service must certify to these facts in writing.

Category VI

Changes of address of residence main service within the same exchange or between exchanges within the State of New York or within the vicinity of New York City.

GENERAL TERMS AND CONDITIONS

I. ORDER OF PRECEDENCE DURING PERIOD OF FACILITY SHORTAGES (Cont'd)

Category VII

New residence main service to the extent required for the proper discharge of duties essential to the following activities:

The hiring of substantial numbers of people;

The furnishing of material, equipment or facilities under prime or subcontracts to the armed forces of the United States and by suppliers to such prime or subcontractors; the converting of war plants to peacetime operations; and the reestablishing under the same ownership of businesses which were obliged to close during the war because of lack of materials or manpower or because of wartime regulations; persons (such as engineers, architects, contractors, chemists, lawyers and accounts) who perform special services for these activities or for public works projects;

(T)
(T)

The production and wholesale distribution of fuel and lumber and other construction materials and construction equipment and mining equipment; mining operations and mining engineers;

The maintaining or servicing of equipment essential to the following: the armed forces, production for the armed forces or conversion from such production, public works projects, public transportation, public utilities, pipe line companies, mining operations, and producers of fuel, lumber and other construction materials and construction equipment and mining equipment;

Food processing, food distribution (wholesale and retail) and food storage and production of substantial quantities of food;

Labor unions having bona fide collective bargaining agreements with business concerns identified in this category.

The production and wholesale distribution of fuel and lumber and other construction materials and construction equipment and mining equipment; mining operations and mining engineers;

The maintaining or servicing of equipment essential to the following: the armed forces, production for the armed forces or conversion from such production, public works projects, public transportation, public utilities, pipe line companies, mining operations, and producers of fuel, lumber and other construction materials and construction equipment and mining equipment;

Food processing, food distribution (wholesale and retail) and food storage and production of substantial quantities of food;

Labor unions having bona fide collective bargaining agreements with business concerns identified in this category.

GENERAL TERMS AND CONDITIONS

I. ORDER OF PRECEDENCE DURING PERIOD OF FACILITY SHORTAGES (Cont'd)

Category VIII

New residence main service for:

The wife of a member of the armed forces of the United States or the merchant marine who is on active duty away from home, where she is pregnant and there is no one else in her household or where her household consists only of herself and one or more children aged fifteen years or younger; and under the same circumstances for a widow whose husband died since January 1, 1940 while a member of the armed forces of the United States or the merchant marine. For the purpose of this paragraph the presence of one or more persons who are blind or confined to residence quarters by reason of serious illness or physical disability shall be disregarded. The applicant for service must certify to these facts in writing.

Those who discontinued residence service upon entering the armed forces of the United States or the merchant marine and who apply for service within twenty-four months after being honorably separated or placed on terminal leave from the armed forces or the merchant marine. The applicant for service must certify to these facts in writing.

A veteran who is head of a family (that is, who maintains in one household one or more individuals other than himself who are connected with him by blood relationship, relationship by marriage, or by adoption) and who applies for service within twenty-four months after being honorably separated or placed on terminal leave from the armed forces of the United States or the merchant marine. The applicant for service must certify to these facts in writing.

Category IX

New residence main service other than that included in the above categories.

Category X

Residence extension telephones other than those specifically set forth in Category I above.

GENERAL TERMS AND CONDITIONS

J. TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM

1. General

The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and information on the website of the Department of Homeland Security's Office Of Emergency Communications (OEC). Any changes to or reissuance of these regulations or manuals supersede language contained herein.

The TSP program has two components, restoration and provisioning.

- i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
- ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2. TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a. determine that the user's telecommunications service supports an NS/EP function under one of the following TSP categories:
 - (1) National Security Leadership
 - (2) National Security Posture and U.S. Population Attack Warning
 - (3) Public Health, Safety, and Maintenance of Law and Order
 - (4) Public Welfare and Maintenance of National Economic Posture
 - (5) Critical to the Protection of Life and Property or to NS/EP Activities During an Emergency
- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category.

GENERAL TERMS AND CONDITIONS

J. TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM (Cont'd)

2. TSP Request Process – Restoration (Cont'd)

- c. Complete the TSP Request for Service Users form (SF 315) available at the U.S. Department of Homeland Security website (<http://www.dhs.gov/telecommunications-service-priority-tsp>). (T)
- d. Non-federal users, should call the Department of Homeland Security Priority Telecommunications Service Center toll free at 866-627-2255 for instructions on submitting a TSP request. (T)
- e. Submit the SF 315 to the OEC.
- f. Upon receipt of the TSP Authorization Code from the OEC, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services. (T)

3. TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in Paragraph J.2 preceding for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in Paragraph J.2.a preceding and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

4. Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every two years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.

GENERAL TERMS AND CONDITIONS

J. TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM (Cont'd)

4. Responsibilities of the End-User (Cont'd)

- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OEC. (T)
- h. Cooperate with the OEC during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

5. Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OEC.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OEC.
- f. Confirm completion of TSP service order activity to the OEC.
- g. Participate in reconciliation of TSP information at the request of the OEC.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OEC.

GENERAL TERMS AND CONDITIONS

J. TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM (Cont'd)

6. Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

7. Rates and Charges

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

GENERAL TERMS AND CONDITIONS

K. LOCAL USAGE DETAIL LISTS

1. General

Upon request, subscribers will be furnished copies of the Local Usage Detail lists used in Company offices. The lists show the time of call, initial period charge and total charge for dialed multi-unit local calls. Primary calling area calls of over 5 minutes are similarly listed in offices where lower off-peak message charges apply during certain time periods, as shown in the thePSC NY 16 and PSC NY No. 3 Tariffs. All other primary calling area calls are entered as a bulk figure.

Local Usage Detail lists are furnished with the understanding that they are not purported to be the subscriber's billing record and the number of local calls and message units shown on the Local Usage Detail list will not, in many cases, balance with the number of messages on the subscriber's bill. They are provided for use only as an aid in analyzing local usage. Local Usage Detail lists are furnished subject to availability.

2. Rates and Charges

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

GENERAL TERMS AND CONDITIONS

L. BILLING DETAIL

1. Outward WATS Message Detail

- a. Upon request, subscribers to WATS service will be furnished message detail for outward WATS service on magnetic tape. Detail consists of the WATS line number, or in some offices, the first line number of a group, date and time of call, called number and elapsed minutes. Editing, sorting or summarizing are not provided. Since the furnishing of this service requires computer and manpower time, it is furnished subject to availability. Magnetic tapes are non-returnable and no credit will be applied for any tapes returned.

- b. Charges

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

2. Special Billing Detail

- a. General

Upon request, customers will be furnished the following special billing detail on magnetic tape, at the following charges:

(1) Toll Message Statement

#(2) Other Charges and Credits Statement

*#(3) Service Charge Details or Customer Service Record

(4) Centrex Special Message Unit Billing

For each primary station line number, a summary by day, evening and night periods, of primary area calls and charges and extended area calls and message units.

Magnetic tapes are non-returnable and no credit will be applied for any tapes returned.

- b. Charges

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

- * Duplicate Customer Service Records for current months and Customer Service Records for prior months where available will be provided on paper, or any media supported by Verizon New York Inc. for Customer Service Records at the time of the request, for the same charge as for magnetic tape.
- # Furnished on punched cards at same charge as for magnetic tape, only to customers who are currently receiving them. No new requests for punched cards will be accepted.

GENERAL TERMS AND CONDITIONS

L. BILLING DETAIL (Cont'd)

3. 450 Formatted Bill Data Service - Single Bill

a. General

450 Formatted Bill Data Service - Single Bill (450 FBDS) is a service that is designed for all business customers and provides complete billing information on magnetic tape, tape cartridge or floppy diskette. Any business customer will have the option of receiving their billing data on one of the magnetic billing arrangements. 450 FBDS contains all of the information that appears on the paper bill at the same level of detail.

b. Terms and Conditions

- (1) The service is available to business subscribers.
- (2) 450 FBDS for Public Telephone Service shall be purchased separately.
- (3) 450 FBDS available for services not billed by the Company.
- (4) Customers subscribing to 450 FBDS shall receive their bill on one of the billing arrangements (magnetic tape, cartridge tape or floppy diskette) and in paper format.
- (5) The customer agrees to accept the code terminology and data processing format utilized by Verizon New York Inc. for 450 FBDS.
- (6) The Company reserves the right to change its code terminology and data processing format utilized for 450 FBDS at any time upon thirty (30) days' notice to the customer.
- (7) Should the customer receive a magnetic tape, cartridge tape or floppy diskette in an impaired condition from The Company, The Company will provide customer with a new magnetic tape, cartridge tape or floppy diskette provided that the customer notifies The Company regarding the impaired material prior to the customer's next month's bill date. In the event that The Company cannot provide a new magnetic tape, cartridge tape or floppy diskette, the customer's sole recourse against The Company is a credit on its bill in the amount of the monthly rate of 450 FBDS.
- (8) Customers whose telephone service has been suspended for non-payment during the twelve (12) months prior to requesting 450 FBDS shall not be eligible for the service.
- (9) Customers bills must be clear of any unpaid balances on all accounts before 450 FBDS is initiated.
- (10) A minimum service period of 3 months applies to 450 FBDS. In the event that the customer chooses to cancel 450 FBDS prior to expiration of the three (3) month period, the customer agrees to pay the applicable monthly rates for any unexpired part of the minimum three (3) month period.

GENERAL TERMS AND CONDITIONS

L. BILLING DETAIL (Cont'd)

3. 450 Formatted Bill Data Service - Single Bill (Cont'd)

b. Terms and Conditions (Cont'd)

(11) All provisions including, without limitation, those pertaining to denial of service, shall continue to apply.

(12) The customer is responsible for payment of 450 FBDS in accordance with regular billing and collection procedure. Failure to pay will cause the account to become delinquent and the 450 FBDS account may be suspended for non-payment.

(13) When a customer cancels and subsequently reinstates 450 FBDS, new service initiation charges will apply.

c. Rates and Charges

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

GENERAL TERMS AND CONDITIONS

M. MUNICIPAL SURCHARGE FOR LOCAL UTILITY GROSS REVENUE TAXES

In certain cities and villages a municipal surcharge to recover the additional expense related to Local Utility Gross Revenue Taxes applies to recurring and non-recurring rates and charges for all intrastate services except toll message usage, operators, WATS, check return and late payment charges. Foreign exchange service provided from a central office of this Company located in a city or village where a surcharge applies is subject to the surcharge applicable in the serving central office.

Services provided by one telephone company to another, to be resold by the second telephone company, are not subject to the municipal surcharge for local utility gross revenue taxes. To be exempt from the municipal surcharge, the reseller must possess a Certificate of Public Convenience and Necessity from the New York State Public Service Commission.

The percentage rate of the surcharge in each locality where such surcharge applies is contained in statements filed with the Public Service Commission. Every such statement shall be filed not less than fifteen business days before the date on which it is proposed to be effective, and no sooner than the date of the tax enactment to which the statement responds; shall become effective no sooner than the date when the tax enactment is filed with the Secretary of State; shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement; and shall be canceled not more than five business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate.

Introduction, cancellation or modification of a surcharge will be effective on the date of the customer's first bill rendered after the effective date of the statement.

The percentage rates of the surcharge are shown in Section 3.1 of this Part A of the Product Guide.

GENERAL TERMS AND CONDITIONS

N. SURCHARGE FOR STATE EXCISE TAX ON TELECOMMUNICATION SERVICES AND GROSS EARNINGS TAX (GROSS REVENUE TAX)

A Surcharge to recover the additional expense related to the State Gross Revenue Tax applies to recurring, nonrecurring and usage rates and charges for all intrastate services except charges collected for sent-paid Public Access Smart-pay Lines dialed calls, check return charge and late payment charge.

The surcharge applies on a bill period basis.

The applicable Gross Revenue Tax Surcharge rates are shown in Section 3.1 of this Part A of the Product Guide. Any changes to these rates will be filed on 15 days' notice to the Commission, and as directed by the Commission. Customers will be notified of such changes on the first bill following the change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

GENERAL TERMS AND CONDITIONS

O. METROPOLITAN COMMUTER TRANSPORTATION DISTRICT TAX SURCHARGE

1. In the counties listed in Paragraph O.2 following, a surcharge to recover the additional expense related to the Temporary Metropolitan Transportation Business Tax Surcharge (MTA Tax) applies to recurring, nonrecurring and usage rates and charges for all intrastate services except charges collected for sent-paid Public Access Smart-pay Lines dialed calls, check return and late payment charges. Foreign exchange service provided from a central office located in one of the counties in Paragraph O.2 following is subject to the surcharge.
2. The surcharge is applicable to service furnished in the following counties:

New York City Counties	Dutchess County
Bronx County	Nassau County
Kings County	Orange County
New York County	Putnam County
Queens County	Rockland County
Richmond County	Suffolk County
	Westchester County
3. The applicable MTA Tax rate is shown in Section 3.1 of this Part A of the Product Guide. Any changes to this rate will be filed on 15 days' notice to the Commission, and as directed by the Commission. Customers will be notified of such changes on the first bill following the rate change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file a revised surcharge as directed by the Commission.

GENERAL TERMS AND CONDITIONS

P. SURCHARGE FOR STATE UNIVERSAL SERVICE FUND

As permitted in the December 23, 2020 P.S.C. Order in Case 15-M-0742, a monthly surcharge to recover the contributions to the State Universal Service Fund applies on a per line basis. The current State Universal Service Fund Surcharge rate is shown in Section 3.P. of this Part A of the Product Guide. Verizon will adjust the rate on an annual basis to take into consideration the level of contributions and lines assessed the surcharge. Such adjustments will include true-ups for amounts collected and contributions paid in the prior year. The surcharge will not be applied to lines used to provide Lifeline service.

(C)

GENERAL TERMS AND CONDITIONS

Q. MULTIPLE BILL CHARGES

1. General

Multiple copies of telephone bills are furnished upon the subscriber's request, subject to the provisions of Paragraphs Q.2 and 3 following.

2. Terms and Conditions

Business

- a. A multiple bill charge applies per month for each additional copy of a business telephone bill furnished on an ongoing monthly basis.
- b. A multiple bill charge applies for each duplicate copy of a business telephone bill furnished on a one-time basis except as described in c. below.
- c. A multiple bill charge does not apply for a duplicate copy of a business telephone bill furnished one time within a 12-month period provided the customer did not receive the bill when originally issued. The number of duplicate bills furnished, at the same time, without a charge is limited to the same number of bills as originally issued.
- d. A maximum of 8 additional copies per bill per month may be furnished on an ongoing basis.

Residence

- a. A residential customer may obtain a duplicate copy of a regular residential monthly telephone bill upon request where such information is available and facilities permit. In such cases, a multiple bill charge will apply as specified in Section 3 of this Part A of the Product Guide.
- b. The multiple bill charge does not apply to requests for duplicate bill copies associated with billing disputes filed with the Public Service Commission.

3. Rates and Charges

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

GENERAL TERMS AND CONDITIONS

R. IDENTIFICATION OF LINES/CIRCUITS AT DEMARCATION POINT

1. Terms and Conditions

At the customer's request, the Company will identify lines/circuits which terminate at the customer's demarcation point.

The Company will not provide visible identification i.e., tag (label) at the customer's demarcation point or elsewhere. However, if the customer or his agent provides a tag (label) the service technician will provide visible identification on said tag (label).

Upon completion of the identification process, the Company will give the customer or his agent a written record of the positions of the lines/circuits at the customer's demarcation point. Thereafter, the responsibility to maintain this record lies with the customer or his agent.

Time spent in identifying lines/circuits will commence when a service technician meets the customer or the customer's agent and ends when the customer or the customer's agent is given a written record of the positions.

2. Rates and Charges

Non-recurring charges are not applicable when the service technician is required to verify lines/circuits 1) necessary to complete work for the connection of new lines/circuits, moves or rearrangements of existing lines/circuits, or 2) in cases arising from billing disputes where the existence of lines/circuits is verified at the customer's demarcation point and no written record of pin positions is provided.

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

S. OBLIGATIONS OF THE CUSTOMER

1. Obligations of the Customer with Respect to Certain Customer-Provided Systems

For purposes of this Subsection S, 'Customer-Provided Systems' means multi-line telephone systems, as defined in 47 CFR § 9.3, that are interconnected with services offered by the Company pursuant to this Product Guide. Nothing in these provisions should be interpreted to mean that all multi-line telephone systems, as defined in 47 CFR § 9.3, are suitable for interconnection with such Company services.

- a. Customer-Provided Systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to*:
- allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and

* Pursuant to 47 CFR § 9.16(b)(1) and (2).

GENERAL TERMS AND CONDITIONS

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S. OBLIGATIONS OF THE CUSTOMER (Cont'd)

1. Obligations of the Customer with Respect to Certain Customer-Provided Systems (Cont'd)

a. (Cont'd)

- provide Customer-Provided Systems notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

Customer-Provided Systems notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

- b. A person engaged in the business of installing Customer-Provided Systems* may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating Customer-Provided Systems may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements:

(N)

- On-premise fixed telephones associated with Customer-Provided Systems must provide dispatchable location by January 6, 2021;
- No later than January 6, 2022, on-premise non-fixed telephones associated with Customer-Provided Systems must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;
- No later than January 6, 2022, off-premise non-fixed telephones associated with Customer-Provided Systems must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.
- Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.

* Pursuant to 47 C.F.R. § 9.16(b)(3).

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GENERAL TERMS AND CONDITIONS

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S. OBLIGATIONS OF THE CUSTOMER (Cont'd)

1. Obligations of the Customer with Respect to Certain Customer-Provided Systems (Cont'd)

b. (Cont'd)

- Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

c. Customer Equipment, PBXs and Channels

- (1) All Customer-Provided Systems connected to the Company's network on or after February 16, 2020, must be configured to allow direct "911" dialing by any end user and must be configured to send Customer-Provided Systems notifications as described in Section S.1.a.
- (2) Customer-Provided Systems must be capable of conveying the dispatchable location of a 911 caller to a public safety answering point ("PSAP") as described in Section S.1.b.

(N)

- d. Customers who connect Customer-Provided Systems to the Company's facilities agree to defend and indemnify the Company for acts and omissions that give rise to any claims of non-compliance, as described in Section D.2.I.

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GENERAL TERMS AND CONDITIONS

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T. VERIZON PROMOTIONAL PROGRAM ("VPP")

1. Description

The VPP is a Verizon New York Inc. ("Verizon") promotional program, implemented pursuant to § 92(5)(b) of the Public Service Law, as amended by chapter 739 of the Laws of 2006, that authorizes Verizon to make, at any time, non-basic promotional offerings under which a residence customer may receive one-time or periodic credits, discounts, or waivers of otherwise applicable charges for a specified period of time. Verizon will not be required to file any further Product Guide amendments or attachments at the time it makes an offering pursuant to the VPP.

a. Subject to the regulations set forth in section 2., following, a promotional offering made pursuant to the VPP may provide for one-time or periodic credits, discounts, or waivers of otherwise applicable charges to:

(1) an individual who is not currently a Verizon customer but who agrees to become a Verizon customer, or

(2) a current residence customer of Verizon who:

(i) (A) (1) either contacts Verizon during the promotional period to disconnect his, her, or its service(s); or (2) contacts Verizon during the promotional period and indicates that he, she, or it is considering a competitive offer from another provider; or (3) is otherwise likely to consider an alternative provider; and (B) agrees not to discontinue the service(s) in question; or

(N)

(ii) agrees to purchase additional service(s) offered or billed by Verizon or its affiliates, as called for by the terms of the offering; or

(iii) agrees to retain for a period of time service(s) currently subscribed to by the customer, as called for by the offering.

b. A promotional offering made pursuant to the VPP may (but need not) impose additional eligibility requirements, including but not limited to a requirement that a qualifying customer must also be using specified additional services offered by or billed through Verizon or its affiliates at the time that the promotional offering is accepted, or that such customer must agree to purchase additional services offered by or billed through Verizon or its affiliates.

2. Regulations

a. Any services provided pursuant to the promotional offering are subject to their individual service regulations as specified in applicable Verizon Product Guide.

b. Credits provided under the VPP will be applied toward the portion of the customer's Verizon bill related to Verizon's own services, and not against any charges imposed by other providers.

c. The benefits provided for by a particular promotional offering made under the VPP will be available on request to all residential customers within the state, regardless of location, who meet the conditions for the offering.

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GENERAL TERMS AND CONDITIONS

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T. VERIZON PROMOTIONAL PROGRAM ("VPP") (Cont'd)

2. Regulation (Cont'd)

- d. There is no charge for eligible customers to participate in promotional offerings made pursuant to the VPP.
- e. An offering under the VPP must provide some features, functionalities, or capabilities other than the following (regardless of whether it also provides any or all of the following): flat-rated or message-rated local calling, touch tone, the ability to place and receive calls to and from any Public Switched Telephone Network telephone number, long distance equal access, backup power (in the case of all-copper loops only), access to 911/E911, compliance with the Communications Assistance for Law Enforcement Act and other public safety requirements, compliance with call signaling requirements, compliance with applicable industry standards for sound quality and availability, and consumer protections to the extent required by Commission regulations.

(N)

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