TERMS OF SERVICE

THESE TERMS OF SERVICE APPLY TO ALL PRODUCTS AND SERVICES PROVIDED BY VERIZON NEW JERSEY INC. THAT ARE INCLUDED IN THIS PRODUCT GUIDE. ADDITIONAL TERMS OF SERVICE, WHERE APPLICABLE, PERTAINING TO SPECIFIC SERVICE OFFERINGS, ACCOMPANY SUCH OFFERINGS IN VARIOUS SECTIONS OF THIS PRODUCT GUIDE.

2.1 ESTABLISHING AND FURNISHING SERVICE

2.1.1 APPLICATION FOR SERVICE

A. GENERAL

1. These terms of service apply to all services included in this Product Guide.

2. To the extent the terms of service specific to a particular product or service conflict with generally applicable terms of service in this Product Guide, the terms of service specific to a particular product or service will control.

3. Once accepted, these terms of service become a binding contract between Verizon and you. Verizon accepts these terms of service when it agrees to provide you a product or service included in this Product Guide. You accept these terms of service upon ordering, using, or paying for the product or service.

4. This Product Guide is available at http://www.verizon.com/Product Guides. You can obtain further information regarding Verizon services by calling us at 1-800-VERIZON for residential customers or 1-800-VERIZON for business customers.

5. These terms of service apply even if you have entered into a separate contract with us for a covered product or service for a specified period of time. In the event of a conflict between the terms in the separate contract and these terms of service, the terms in the separate contract will control for the products and services covered by that contract.

6. Subject to applicable law, we reserve the right to change, rearrange, add, delete or otherwise modify these terms of service upon notice to you.

7. Applications for service and facilities shall be made, when requested by Verizon, in such form as Verizon may require.

8. Applicants for service may be required by Verizon to furnish information regarding the nature of the business to be transacted by means of the service and facilities and, upon request, shall furnish an affidavit declaring that the use of the service and facilities will not be for any purpose in violation of the law.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
A. GENERAL (Cont'd)

9. Any change in rates or terms of service acts as a modification of all service terms and conditions without further notice.

B. GENERAL PROVISIONS

1. Obligation of Verizon

A. As specified herein, Verizon's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.

B. The rates and charges quoted in this Product Guide provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.

C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the terms as set forth herein.

D. The use of service and facilities furnished by Verizon is limited as described below and other Parts of this Product Guide.

E. **Service Line Limitations** - Due to the availability of facilities, the Company will provide a maximum of two lines per service address in certain locations. (N) | (N)

2. Obligation of the Building Owner, Property Owner, and/or Customer

A. You agree to provide us with the access and support required to allow us to implement, maintain and provide the services. You shall ensure that the facilities or equipment provided by you are properly interconnected with the services, facilities and equipment provided by Verizon. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to Verizon, our customers, and/or our providers. You are solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of services and Verizon shall have no liability therefore.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)

3. WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. YOU AGREE THAT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

4. LIMITATION OF LIABILITY

a. EXCEPT FOR DAMAGES RESULTING FROM THE UNAUTHORIZED OR ILLEGAL USE OF THE SERVICES BY YOU OR YOUR FAMILY, GUESTS OR EMPLOYEES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

b. OUR MAXIMUM TOTAL LIABILITY TO YOU AND YOUR MAXIMUM TOTAL LIABILITY TO US IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, WILL BE:

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)
4. LIMITATION OF LIABILITY (Cont'd)
b. (Cont'd)

(1) FOR DAMAGES DUE TO FAILURES OR DISRUPTIONS IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES PRORATED FOR THE PERIOD OF THE FAILURE;

(2) FOR DAMAGE TO REAL OR PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;

(3) FOR INDEMNITY, THE REMEDIES SET FORTH HEREIN;

(4) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;

(5) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS PRODUCT GUIDE, OUR MAXIMUM TOTAL LIABILITY TO YOU AND YOUR MAXIMUM TOTAL LIABILITY TO US DURING ANY TWELVE-MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY YOU TO VERIZON FOR THE ONE-MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION FOR THE SERVICE UNDER THIS PRODUCT GUIDE THAT GAVE RISE TO THE CLAIM.

c. NOTHING IN THIS SECTION SHALL LIMIT YOUR LIABILITY TO US FOR ANY AND ALL CHARGES INCURRED A THE SERVICE.

5. Indemnification. You agree to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever, arising from any use of the services by you or any person you permit to use the services, including without limitation, liability resulting from the content of any communication such as defamation, fraud or invasion of privacy, any modification or combination of the services with other products or services not provided by Verizon, any modification of the services or any infringement of intellectual property.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)
5. Indemnification. (Cont'd)

You will defend and indemnify Verizon, 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 you, your end users or your third-party provider(s) that give rise to any claims of non-compliance of Verizon with any applicable law, including the failure to purchase or implement features that enable compliance with laws. (N)

6. Prices/Rates. You are responsible for paying all charges associated with the services you choose to buy from us, including all applicable taxes, fees, surcharges, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges. These amounts are subject to change without notice to you, except as may be required by law. Charges for ancillary services such as service installation, processing change orders, directory assistance and operator services, will be assessed at our current rates and such charges are also subject to change without notice to you, except as may be required by law. Promotional pricing and terms expire in accordance with the terms applicable to each promotion, without further notice to you.

7. Rates for Residential and Business Service. In general, residential service rates apply to residence locations and business service rates apply to business locations. We will determine, in our sole judgment, whether the service you request is subject to residential or business rates. You agree to provide us the information we may need from you to make this determination.

8 Service Deposit. If you are unable to establish a satisfactory credit standing or if your credit standing has become impaired, we may require you to make a deposit equal to the total charge for two months of service, including any estimated charges for usage-based services such as toll calls. We may hold your deposit for the entire time we provide service to you as security for the payment of any amounts accruing for the service. Your deposit will accrue interest at the rate published by the N.J. Board of Public Utilities, as set forth in N.J.A.C. 14:3-3.5, for so long as we hold it and will be credited to your account or paid to you annually. If we are still holding the deposit at the time your service is terminated, we will deduct from it any amount you owe us but have failed to pay us, and return the balance, if any, to you. Making a deposit in no way relieves you of your obligation to pay the amount specified in your monthly bill and it does not affect our right to discontinue your service for non-payment as provided in this Product Guide.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)

9. Service Requiring Substantial Expenditures. If you request a service that requires a substantial expenditure by us to provide, you may be required to contract for the service for a minimum period beyond that normally required and make a larger deposit than normally required. Charges based upon the costs entailed are applicable where:

- The cost of providing service and facilities is exceptionally high due to unusual conditions such as:

  Reinforced concrete buildings.

  The concealment of wires or cables, if practicable, where the customer has not provided suitable conduit.

  Special maintenance

- The customer desires some special type of service, feature or arrangement which is a reasonable requirement.

- The provision of any service or facilities requested by the customer necessitates an expenditure or investment on the part of Verizon on which the application of established charges would not produce a reasonable return.

Such charges may be in the form of nonrecurring charges, monthly rates, or a combination thereof.

10. Provision of Service

a. We will provide the services covered by this Product Guide where we have facilities 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.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)
10. Provision of Service (Cont'd)

b. Situations in which we will not provide service include, but are not limited to, the following:

(1) where we are unable to secure suitable rights to place and maintain facilities needed to provide the service;
(2) where providing the service is uneconomic or not justified based on economic factors;
(3) where we are unable to make an economic assessment due to our inability to secure necessary information from the owner or developer of a property or other relevant party, to make that assessment;
(4) where any conditions in this Product Guide are not satisfied, including, without limitation, conditions requiring payment of construction charges; or
(5) where otherwise provided in this Product Guide.

c. We will provide thirty (30) days written notice to you if your service will be discontinued under the terms set forth in this Section 2.

d. We will furnish service through our facilities that extend to the demarcation point at your location. This is the point of physical interconnection between our network and the wiring at your location. All facilities on our side of the demarcation point are part of our network, which we own and maintain.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)

11. Cancellation or Change to Service Order Prior to Start of Service. If you cancel or change your service order:

a. after we have installed the facilities needed to provide the service but before the service is turned on, you will be obligated to pay the same installation charges that would have been applicable if your service order had not been changed or canceled; or

b. before we have finished installing the facilities needed to provide the service, you may be required to pay the costs we incurred for the installation work that we completed, not to exceed the amount of installation charges that would have been applicable if your service order had not been changed or canceled.

12. Refusal of Service.

a. We may refuse to provide service if you fail to pay, when requested, either an advance payment or a deposit or both.

b. We also may refuse to furnish service if:

(1) it would be improperly used or abused;
(2) it would be used unlawfully;
(3) we are directed to do so by an authorized governmental agency;
(4) you are a former customer who left us with an unpaid balance owing or engaged in unreasonable conduct, including harassing phone calls or emails to Verizon personnel, or the reporting of "phantom" service problems resulting in repeated and/or unnecessary service calls; or
(5) your use of the service would tend to injuriously affect the efficiency of our facilities or operations.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)

13. Payment for Service.

a. Your Responsibility. You are responsible for paying all charges for the service(s) we provide to you on or before the payment due date specified in your monthly bill. Monthly recurring charges, such as your monthly plan rate, are payable in advance and non-recurring charges, such as charges for long distance or collect calls you make during the billing period, are payable when included in your monthly bill. You remain responsible for paying all charges for your service until you notify us that you want to cancel your service. Your obligation to pay charges for your service ends on the date your service is disconnected. Because we have no obligation to monitor how often you use a service, we will not reimburse or otherwise credit your account for any amount if you stopped using a service (whether partially or fully) before you notified us to cancel it.

b. Dishonored Payment Charge. If your bill payment is dishonored by your bank or other financial institution, we will apply a $30.00 processing charge to your account.

c. Late Payment Charge. If you fail to pay your bill by the payment due date, we will apply a late payment charge to your account equal to 1.50% of the unpaid balance or $5.00, whichever is greater.

d. Advance Payments. As noted, you may be required to make advance payments, equal to at least one month of service charges. Advance payments are applied to any indebtedness for the service for which the advance payment is made. Advance payments are, in all cases, subject to adjustment to conform to any increase or decrease in nonrecurring charges at the time of the establishment of service or to any increase or decrease in service charges that may occur during the period to which the advance payment applies.

e. 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.

(C)

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)
13. Payment for Service.(Cont'd)
e. Overbilling (Cont'd)

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. (C)

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.

14. Assignment of Services. You are not permitted to transfer, assign or resell any of our services without our written consent. We may freely assign or transfer all or part of our rights under these terms of service without notice to you, unless otherwise required by law. (M)

15. Transfer of Service between Customers. You may transfer your service to another person so long as that person qualifies for service, there is no lapse in service and service continues to be provided at the same location. You must contact us to initiate a transfer of service.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)

16. Termination of Service.

a. Non-Payment. If you fail to pay an amount you owe us for service when it is due, we may, after notice to you:

(1) suspend your service until you have paid the amount owed; if your service is suspended and subsequently restored, a restoral charge will apply as well as the charges for service and facilities during the period of suspension; or
(2) terminate your service following suspension; if your terminated service is subsequently restored, the applicable nonrecurring charges for the establishment of service will apply.

b. Protection. We may, with or without notice, suspend your service when necessary to protect our facilities or to protect you from unauthorized use. If your service is suspended for this reason, there will be no charge for subsequently restoring it but the charges for service during the period of suspension will apply. If, however, it is terminated after suspension and later re-established, the applicable nonrecurring charges for the establishment of service will apply.

c. Other Reasons. Verizon may, with or without notice, suspend service, or terminate service without suspension or following suspension, if:

(1) the service is being improperly used or abused;
(2) the service is being used unlawfully;
(3) we are directed to do so by an authorized governmental agency;
(4) you or anyone acting on your behalf has engaged in unreasonable conduct, including harassing phone calls or emails to Verizon personnel, or the reporting of "phantom" service problems resulting in repeated and/or unnecessary service calls;
(5) your conduct tends to injuriously affect the efficiency of Verizon's facilities or operations; or
(6) you have violated any other applicable terms of service in this Product Guide.

If your service is suspended for any of the above reasons and later restored, no restoral charge is applicable but the charges for service during the period of suspension will apply. If your service is terminated and subsequently re-established, the applicable nonrecurring charge for the establishment of service will apply. Please see Section __ following which provides rates for suspended services.

d. Customer Initiated Suspensions -- Please see Section 2.1.2 following that provides terms, conditions and rates for customer-initiated suspended services.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)

17. Unauthorized Use. We will not be liable for any damages, including charges for services that you may incur as a result of the unauthorized use or misuse of a service by your family, guests, employees, third parties, or the public. You will remain responsible to pay all charges for a service to the extent permitted by law.

18. Verizon Facilities and Equipment. Except as otherwise provided herein, facilities and equipment we furnish remain our property and will be installed, maintained and removed by us. You agree to provide us access to our facilities and equipment on reasonable terms as required to inspect, maintain, repair, replace or remove the facilities and equipment. You may not rearrange, disconnect or remove (or permit others to rearrange, disconnect or remove) any of our facilities or equipment except as provided elsewhere in this Product Guide or upon our written consent. Service and facilities furnished by the Company will be available to it as required for making such tests and adjustments as may be necessary to maintain satisfactory service. No interruption allowance is made for such periods. Without limiting the generality of the foregoing language, subsection (a) below, applies in the circumstances described.]

a. For purposes of this subsection:
   i. The "Owner" of a property includes both the actual owner and the managing agent or other representative designated by the Owner; and in the case of a condominium means the Owner of the common areas of the property.
   ii. A "Building" is any property occupied by persons other than the Owner who are customers of Verizon, regardless of whether the Owner also occupies a portion of the Building. (N)
   iii. .A "Converting Building" is a Building in which Verizon has notified the Owner of the building and its customers occupying the Building of its intention to upgrade its network by replacing copper facilities serving customers in the building with fiber-optic cables and related facilities.
   iv. "Refusal" (and terms such as "refuse" or "refuses") refers to a situation in which an Owner has either expressly denied Verizon access to a Converting Building for purposes of installing fiber-optic cables and related facilities, or has conditioned access on unreasonable terms or conditions, or has not responded to Verizon's request for such access, or has unreasonably delayed by not permitting access prior to the deadline set forth by Verizon in a communication to the Owner.

b. If an Owner of a Converting Building refuses Verizon access to the Building for purposes of installing fiber-optic cables and related facilities, Verizon may, on reasonable notice to the Owner and any affected customers, discontinue the provision of service to any of its non-residential customers in the Converting Building.]

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.1 APPLICATION FOR SERVICE (Cont'd)
B. GENERAL PROVISIONS (Cont'd)

19. Your Use of Verizon Equipment. You agree to exercise reasonable care in using our equipment only for the purposes for which it is supplied and, if your service is terminated for any reason, you promptly will return that equipment in good condition, subject to reasonable wear and tear. If our equipment is damaged or destroyed due to your negligence, and not to ordinary wear and tear, you will be responsible for the cost of repairing or replacing that equipment.] (M)]

20. Floor Space and Electric Power at Your Location

    a. You are responsible for the provision, maintenance, and expense of all space and floor arrangements required at your location for the facilities needed to provide service to you. You agree to provide, at your expense, suitable power outlets and commercial power needed to operate these facilities.

    b. In the event of a power failure, we will not provide you any service credit or other compensation for interruption of service. Also, we will not be liable for any damage to your real or personal property, or personal injury resulting from or arising out of the power supply provided by you.

21. Accessories. Customer-provided accessories may be used or interconnected with the facilities of Verizon, including its exchange and toll networks, only as specifically provided for elsewhere in this Product Guide.

22. Telephone Numbers. Telephone numbers are used to facilitate your use of the services we provide. You have no ownership interest in a telephone number or any other call number designation associated with your services. We reserve the right to change telephone numbers, or the central office designation associated with such telephone numbers, or both, assigned to you, whenever we deem it necessary to do so. You acknowledge and consent to the disclosure of your telephone number (whether published, non-published or non-listed), and associated name and address, for use in connection with Emergency Reporting Services (i.e., Basic and Enhanced 911) and upon demand of lawful authority.

23. Directory Errors or Omissions. Our liability for damages arising out of mistakes, omissions, or errors in directory listings for which a specific charge is made, and not caused by our negligence in failing to maintain proper standards of practices and to exercise reasonable supervision, will not exceed an amount equivalent to the proportionate charge to you for the period of service during which such mistake, omission, or error occurs. If no charges applies to a directory listing, we are not liable for damages arising out of mistakes, omissions, or errors not caused by our negligence in failing to maintain proper standards of practices and to exercise reasonable supervision in the provision of such listings.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.1.2 TEMPORARY SUSPENSION OF SERVICE CUSTOMER INITIATED

A. GENERAL

1. Retention of Facilities

During the period of suspension, the listing is retained and the telephone facilities are reserved.

2. Handling of Calls During Period of Suspension

Where service is suspended, persons calling the number of the suspended service are so informed and, where the customer has so requested, are advised of the telephone number designated by him/her at which he/she may be reached or his/her calls received.

3. Classes of Service That May Be Suspended

Any class of business or residence flat or message rate local exchange access line or P.B.X. trunk service may be suspended except for business lines which have chosen the Business 24-Month Term Commitment Plan. Supplemental services and facilities are suspended only when the access line or P.B.X. trunk with which they are associated is suspended.

B. RATE TREATMENT

1. Charges Where the period of suspension is:

a. Fifteen Days or Less No reduction is made in the monthly rates.

b. Over Fifteen Days

(1) The charges are subject to the following:

In the event of disconnection, the minimum charge treatment is as specified in Part 0, Section 2.1.1B.a (Termination of service for Non-Payment).. (C)

The full local service rate will apply in each billing period of suspension in lieu of the suspension charges specified following whenever this results in lesser charges for the period.

(2) For Individual Exchange Access Lines, P.B.X. Trunks Associated with Manual P.B.X. Service and Dial P.B.X. Systems with a capacity of 50 P.B.X. Extension Station Lines.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.2 TEMPORARY SUSPENSION OF SERVICE CUSTOMER INITIATED (Cont'd)
B. RATE TREATMENT (Cont'd)
1. Charges Where the period of suspension is: (Cont'd)
b. Over Fifteen Days (Cont'd)
(2) For Individual Exchange Access Lines, P.B.X. Trunks Associated with Manual P.B.X. Service and Dial P.B.X. Systems with a capacity of 50 P.B.X. Extension Station Lines. (Cont'd)

Suspension Period Charge		USOC
Four months, or fraction thereof	$ 4.60	NA
Suspensions beyond four months:		
Next five months, or fraction thereof	8.60	NA

After total of nine months, full monthly rate applies

Where services is restored for less than one month and is suspended again, the full charge for one month from the date of restoral applies before the service is again subject to suspension treatment

(3) For P.B.X. Trunks Associated with Dial P.B.X. Systems with a Capacity of Over 50 Extension Station Lines Suspension Period

Three months, or fraction thereof	$ 4.60	NA

Suspension beyond three Months:

The charge is one half the rate for local service and supplemental services and facilities, including associated mileage and listing charges, as specified elsewhere in this Product Guide.

When the service has been restored for a period of less than six months since the end of the last period of suspension, the charge for suspension of service is one half the full rate until the interval since restoral equals six months, after which the charge is the same as for a new suspension.

2. Nonrecurring Charges

The Residence or Business ELEMENT 1B charge in Part A, Section 2, Service Charges applies to the customer's order at the time of suspension.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.1.3 LIMITED COMMUNICATION

A. GENERAL

Verizon reserves the right to limit use of communication services when there is a shortage of facilities, as described following.

- Deferred Applications

  Where shortages in facilities prevent Verizon from filling all requests of the public currently, the method of providing service is covered in B. following.

- Priority of Service

  In case a shortage of facilities exists at any time, either for temporary or protracted periods, exchange and message telecommunication service shall take precedence over all others.

- Limited Conversation

  Verizon reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.3 LIMITED COMMUNICATION (Cont'd)

B. ORDER OF PRECEDENCE

1. Furnishing Telephone Service During Period of Shortage of Facilities

a. Conditions beyond the control of Verizon may create shortages in facilities which prevent Verizon from providing service in the amount and kind required to fill all orders of the public currently.

b. The rules and terms of service set forth herein are established to govern the procedure for furnishing service during the period when facilities are insufficient to meet current requirements for service, to the end that applications for service will be filled in reasonable and proper order and under uniform terms and conditions. These rules and terms of service will be modified or cancelled as conditions warrant.

2. Precedence in Furnishing Service

a. It is an established principle that when there are insufficient amounts of necessary service or facilities to meet public requirements, it is in the public interest that orders be filled with proper regard to essentiality of the needs for service or facilities and the degree of hardship resulting from the lack of service or facilities.

b. Categories of precedence are established as the order in which applications for telephone service are filled as facilities permit. The categories of precedence are set forth in 7. following.

c. Within each established category of precedence, service is furnished to applicants in chronological order of the dates on which applications for service were filed with Verizon.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.3 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)

3. Obligation of Applicants

a. Applicants to be accorded preference in obtaining service under the established order of precedence may be required to submit in writing, on the forms prescribed by the Verizon, all necessary information requested by the Verizon so that Verizon may determine their qualifications for service and maintain proper records.

b. Applicants for whom service is to be connected on a temporary basis in accordance with these terms of service may be required to sign an agreement providing for the disconnection of the service and removal of the equipment in accordance with the terms of service specified herein.

4. Unauthorized Users

In order to avoid unauthorized use by one person of the telephone service of another for the purpose of obtaining telephone service ahead of his/her proper turn, the Verizon will disconnect the service when it learns that the user of the service is not a user contemplated under the requirements, as specified herein.

5. Class of Service Limitations

In connection with applications for new service, moves to different addresses, or requests for changes in class of service, Verizon may limit the classes of service to be furnished to those classes which will permit serving the maximum number of users from the facilities available.

6. Reservation of Facilities

Idle facilities may be reserved to the extent necessary to meet promptly the minimum needs for service of those who qualify for service under the terms and conditions of Category A.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.3 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)

7. Categories of Precedence

a. Category A - Essential Service

(1) Service required for the proper discharge of duties essential to the following activities:

Armed Forces and Government

1 - Official Army, Navy, Air Force, Marine Corps and Coast Guard units.
2 - Official federal, state, county and municipal government services.
3 - Official agencies of foreign governments.
4 - Official United Nations units.
5 - Office of Civilian Defense units.

Public Health and Welfare

1 - Public or private organizations directly serving the public safety, health or welfare, such as hospitals, clinics, sanatoria and ambulance services.
2 - Public transportation, pipe line companies and all types of public utilities.
3 - Physicians, surgeons, dentists, nurses, nurses' registries, veterinarians, mortuaries and burial service organizations.
4 - Manufacturers or wholesale distributors of drugs, surgical, medical, hospital or dental supplies or equipment.
5 - Retail distributors of drugs, surgical, medical, hospital or dental supplies or equipment.
6 - The American Red Cross and similar agencies.
7 - Press associations, newspapers, radio and television broadcasting stations.
8 - 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.
9 - Religious establishments and their officiating clergy and Christian Science Practitioners.
10 -Public and private schools.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.3 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)
7. Categories of Precedence (Cont'd)
a. Category A - Essential Service (Cont'd)
(2) Protection of Life (Cont'd)

Residence main service certified as immediately necessary and essential to protection of life, subject to an agreement with the applicant limiting the period of service to the duration of the period of the emergency.

(3) Essentiality or Undue Hardship

Service required because of essentiality or unreasonable hardship.

(4) Serious Illness or Physical Disability

Residence main service certified as immediately necessary and essential because of serious illness or physical disability subject to one of the following conditions:

- The attending physician or surgeon certifies in the manner prescribed by Verizon that there exists a condition of serious illness involving serious complications, that he/she must be called repeatedly at unpredictable intervals for emergency treatment and that in view of all the circumstances, telephone service is essential or where he/she certifies that there is a condition of pregnancy. Such service is furnished subject to an agreement with the applicant limiting the period of service to the duration of the condition specified above.

- A person lives alone and the attending physician certifies in the manner prescribed by Verizon 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 is furnished subject to an agreement with the applicant limiting the period of service to the duration of the condition specified above.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.3 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)
7. Categories of Precedence (Cont'd)
a. Category A - Essential Service (Cont'd)
(4) Serious Illness or Physical Disability (Cont'd)

- A person is 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/she is receiving disability payments of fifty dollars a month or more from the Veterans Administration. The applicant for service must certify to these facts in the manner prescribed by the Company.

b. Category B - Business Service

c. Category C - Residence Main Service

2.1.4 RESALE AND SHARING

A. RESALE

1. Description and Terms of Service

Notwithstanding other Sections of this Product Guide, Verizon's telecommunications services are available for resale as set forth hereunder. To the extent that services are available for resale subject to terms and conditions set out in other Sections of this Product Guide, those terms and conditions remain applicable except to the extent they conflict with the language of this Section.

Authorized Resale Carrier ("Carrier" for purpose of this section only) - Denotes a communications common carrier who has applied to the Company, and advised Verizon of its intention to resell any or all of those services listed herein and via a signed "Letter of Acknowledgement" agrees to abide by the terms of service set forth in such "Letter." An Authorized Resale Carrier is the customer of record in a resale arrangement.

The provision of services by Verizon to a resale carrier, pursuant to this Product Guide, does not constitute a joint undertaking with such resale carrier for the furnishing of any service.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.4 RESALE AND SHARING (Cont'd)
A. RESALE (Cont'd)
1. Description and Terms of Service (Cont'd)

In order to be an Authorized Resale Carrier of Verizon-provided services and facilities, a carrier must comply with the following:

- The reseller shall acknowledge that other vendors will be permitted by the reseller and/or any party controlling the premises wherein the end user receives service, to provide similar, alternative or competitive services upon the request of any non-transient patron of the reseller.

- The reseller shall acknowledge that only proper call measurement procedures will be used and that calls will be billed consistent with existing Verizon practice, i.e., calls which are not completed are not billed.

- The reseller shall acknowledge that penalties for violations of the conditions of resale may result in the imposition of penalties as stated in N.J.S.A. 48:2-42. The law provides that any person who willfully violates a Board of Public Utilities Order shall be guilty of a misdemeanor.

- The reseller shall notify Verizon when it is no longer a reseller of any one or all of the types of Verizon-provided services.

- The reseller must comply with the provisions of N.J.A.C.14:10-10.5(c). This rule prohibits the reseller from submitting a primary interexchange carrier change order to change a long distance carrier until the order has been confirmed in accordance with FCC procedures.

Verizon is not responsible for the allocation of usage or charges for resold services.

Verizon bills only the customer of record who is, at all times, responsible for payment of the full amount of all charges incurred.

Applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the customer of record. Verizon is responsible to provide any customer notification to the customer of record only.

Services offered to a limited category of subscribers or to a specific subscriber are available for resale only to the same category of subscribers or specific subscriber. Grandfathered services are available for resale to existing customers. Resellers shall be obligated to provide the Verizon with appropriate evidence that subscriber-specific restrictions are being honored.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.4 RESALE AND SHARING (Cont'd)
A. RESALE (Cont'd)
1. Description and Terms of Service (Cont'd)

Any reseller, in reselling the services of Verizon, must comply with the conditions and limitations of Verizon Product Guide applicable to the services which are resold.

Verizon may impose other reasonable and nondiscriminatory conditions and limitations on the resale of its services.

To permit listings for the reseller's patrons in the statewide 911E data base, the reseller shall, as appropriate, provide to Verizon the names, telephone numbers and addresses of all of its patrons. Any change in the patron name, address or telephone number information (including addition or deletion of a patron or a change in patron name, telephone number or address) shall be reported by the reseller to Verizon within one day after the change occurs.

Verizon's liability, if any, for any loss or damage arising out of or in connection with its provision of service to a resale carrier is, as to both such carrier and its subscribers, limited by and subject to the provisions concerning liability as specified in Verizon's Product Guide.

The resale carrier shall, in its tariffs or other contacts for services with its customers, provide that in no case shall Verizon be liable to the resale carrier's customers or any third parties for any indirect, special or consequential damages, including but not limited to, economic loss, lost business or profits, whether foreseeable or not, and regardless of notification by the resale carrier of the possibility of such damages. The resale carrier shall indemnify and hold Verizon harmless from all claims based on any reason whatsoever from its customers as provided in this Section. Nothing in this Section shall be deemed to create a third party beneficiary relationship between Verizon and the resale carrier's customers.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.4 RESALE AND SHARING (Cont'd)

B. SHARING

1. Description and Terms of Service

Verizon is not responsible for the allocation of usage or charges for resold services.

Sharing Entity - Denotes a business customer who establishes a non-profit sharing arrangement with others for the shared use of the customer's communication services. The customer of record in a Joint User Service arrangement is considered to be a Sharing Entity.

In order to share in Business Exchange and PBX Telephone Service, a Sharing Entity, as defined above, must establish a sharing arrangement subject to the following conditions:

- Sharing arrangements must be non-profit. The Sharing Entity (i.e., customer of record) is responsible for allocating the charges for shared services and facilities among the entity and its participants. A non-profit fee for the management of the sharing arrangement may be allocated among the participants.

- The terms of service and rate treatment associated with Joint User Service, as specified below, apply for the shared use of exchange access lines and P.B.X. trunks.

The Company is not responsible for the allocation for sharing of charges for shared services.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.1.5 JOINT USER SERVICE

A. GENERAL

1. Joint User Service is a shared arrangement which allows the business exchange telephone service of a customer (i.e., the customer of record) to be used by other individuals, firms or corporations when designated by the customer.

2. Joint User Service may be provided in connection with:

   - Business exchange telephone service on individual exchange access lines and P.B.X. trunks.

   - Interexchange mileage service - See Part C, 3.1.4,A. for the terms of service governing joint use of interexchange Channel Service.

   The provision of Joint User Service is subject to the sharing terms of service specified herein.

3. Verizon bills only the customer of record who is, at all times, responsible for payment of the full amount of all charges incurred. Applications for Joint User Service and for additional services and facilities will be accepted only from the customer of record.

4. Individuals, firms or corporations have the option of subscribing for their own service or to be Joint Users.

5. The customer of record and each Joint User are billed separately for those services and facilities which are furnished exclusively for their respective use.

6. Joint User Service arrangements must be non-profit. The customer of record is responsible for allocating the charges for business exchange telephone service among the customer and his/her Joint Users. A non-profit fee for the management of the Joint User arrangement may be allocated among the Joint Users.

7. Charges for Joint User Service may be discontinued at the request of the customer of record, provided that the Joint User no longer utilizes the customer's exchange service.

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.1.6 TERMINATION BY NOTICE

Customers may terminate service by contacting Verizon and arranging a service termination date. Verizon reserves the right to require notice of not less than ten days of the customer's desired date to terminate the service. (N)

Subscribers of services provided through packet, optical and wave technology, including Frame Relay Service, Transparent LAN Services, Asynchronous Transfer Mode Cell Relay Service (ATMCRS), and data services in bandwidths greater than 1.5 Mbps may terminate such services by giving 30 days' advance written or electronic notice to Verizon. Subscriber requests to disconnect services should be submitted via Verizon's online account management tool, at https://enterprisecenter.verizon.com. Notice of termination is deemed effective only if the subscriber receives confirmation of receipt from Verizon; the subscriber should contact its account representative or Verizon Customer Service if it does not receive such confirmation within two business days after submitting its disconnect notice. (M)

(M)

TERMS OF SERVICE

2.1 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.1.5 JOINT USER SERVICE
A. GENERAL (Cont'd)

8. A directory listing is provided for each Joint User in connection with exchange service without additional charge.

9. The customer of record must have a requirement for telephone service at the location at which the Joint User Service is provided.

10. The charitable discount provisions, as covered in Part A, Section 8.6.2.I, are not applicable to this service.

B. RATE TREATMENT

1. Monthly Rates

a. Business exchange telephone service charges are effective from the day information records are posted with the Joint User listing.

Item	Monthly Rate	USOC
Message Rate Service		
- per Joint User.....	$1.44	JUM
Flat Rate Service		
Individual exchange access line service		
- per Joint User[1].....	RR	JUF
P.B.X. service		
- per Joint User[2].....	RR	JUF

b. Interexchange Mileage Services - See Part C, Section 3.1.4,A.

2. Nonrecurring Charges

Nonrecurring charges do not apply.

NOTE 1: The monthly rate is one-half the individual exchange access line rate. (M)

NOTE 2: The monthly rate is one-half the initial trunk rate. (M)

TERMS OF SERVICE

2.2 TERMINATION LIABILITY

Technology Upgrade:

Early termination charges will not be assessed on Voice Exchange Services such as but not inclusive; Business Lines and Analog Trunks, Centrex, Digital Hand Off, Corporate Rewards or other similar usage plans, and ISDN PRI, when customer changes or upgrades service within Verizon or its affiliates, under a term commitment provided the following conditions are met:

1) The total revenue value of the new term commitment is equal to or greater than the remaining revenue value of the current term commitment;
2) Verizon, or its affiliates, provides the new service via tariff or similar documents, commercial agreements, or on an individual case basis (ICB); and
3) The customer must notify Verizon that the orders to discontinue the existing service and the order for the new or upgraded service are related to enable Verizon and its affiliates to coordinate both implementations within reasonable time frames.