

## PSC NY No. 9--COMMUNICATIONS

Verizon New York Inc.

Section 3  
2<sup>nd</sup> Revised Page 1  
Superseding 1<sup>st</sup> Revised Page 1

## Resale Services

**3. General Regulations**  
**3.1 Application of Tariff**

<b>3.1.0 General Restrictions on Availability</b>		(N)
<b>A.</b>	Notwithstanding any other provisions of this Section 3, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 2.1.0.	(N) (N)

<b>3.1.1 Scope</b>	
<b>A.</b>	This tariff applies only to Telephone Company services that are purchased for resale. Except as otherwise provided in this tariff, the offering of a resold service to a reseller is governed by the same terms and conditions, including those set forth in general rules and regulations, as those which govern the offering of the service under the primary tariff and/or Product Guide for the service.
<b>B.</b>	This tariff contains regulations, rates, and charges applicable to the offering of Telephone Company services for resale.
<b>C.</b>	Only a person authorized by law and the PSC to resell resold services may purchase services under this tariff. This section is not intended to enlarge, restrict, or otherwise affect any provision of law relating to the authority to resell.
<b>1.</b>	Resellers do not surrender any right to purchase from any of the Telephone Company's other intrastate tariffs and/or Product Guide by purchasing from this tariff.
<b>D.</b>	Except as otherwise provided by this tariff, a reseller purchasing a resold service under this tariff has all of the obligations that would be imposed by the primary tariff and/or Product Guide for such service upon an end user purchasing the service directly from the Telephone Company. Such obligations include, without limitation, the obligation to pay for the service, whether or not the reseller is being paid by its own customers. However, the rate charged for such service, when sold to a reseller under this tariff, is to be determined in accordance with this tariff, and is not directly governed by the price set forth in the primary tariff and/or Product Guide.
<b>E.</b>	Neither this tariff, nor any actions taken by the Telephone Company or the reseller in compliance with this tariff, shall be deemed to create an agency or joint venture relationship between the reseller and the Telephone Company, or any relationship other than that of purchaser and seller.
<b>F.</b>	Neither this tariff, nor any actions taken by the Telephone Company or the reseller in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Telephone Company and the reseller's customers.
<b>G.</b>	No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.
<b>H.</b>	End users may not purchase services under this tariff.

<b>3.1.2 Disclosure of Service Purchases</b>	
<b>A.</b>	As a condition of purchasing services offered in this tariff, the customer authorizes the Telephone Company to disclose to the Director of Communications of the PSC, and the identity of the customer and the fact that the customer is making such purchases.

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## PSC NY No. 9--COMMUNICATIONS

Verizon New York Inc.

Section 3  
1<sup>st</sup> Revised Page 2  
Superseding Original Page 2

## Resale Services

**3. General Regulations**  
**3.2 Responsibility of the Telephone Company**

<b>3.2.1 Liability</b>	
<b>A.</b>	The Telephone Company will not incur any liability if it discontinues services or cancels an application for services for any of the reasons in this section.
<b>B.</b>	The Telephone Company shall not be liable to the reseller for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone 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.
<b>C.</b>	The Telephone Company's failure to provide or maintain services under this tariff shall be excused by strikes, job actions, picketing, boycotts, or other similar labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God, and other circumstances beyond the Telephone Company's reasonable control, subject to any credit allowance for a service interruption that may be available under the primary tariff and/or Product Guide for the resold service.
<b>D.</b>	The Telephone Company has no rights against, or obligations, liabilities, or duties to, the reseller's customers under this tariff.

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<b>3.2.2 Provision of Service</b>	
<b>A.</b>	The Telephone Company reserves the right to refuse an application for service made by a reseller, that is substantially owned, directly or indirectly, by a reseller or former reseller who is indebted to the Telephone Company for service previously furnished, until the indebtedness is satisfied. The circumstances in which a reseller shall be deemed to be substantially owned, directly or indirectly, by an indebted current or former reseller, shall include situations in which the two resellers are each substantially owned, directly or indirectly, by the same entity or entities.
<b>1.</b>	In the event that service is connected for a reseller who is indebted to the Telephone Company for service previously furnished to such reseller, the service may be terminated by the Telephone Company unless the reseller satisfies the indebtedness within 30 days after written notification. Such notification shall be made by Certified US mail to the person designated by that reseller to receive such notices. Copies of such notice shall be mailed to the Director of Communications of the PSC, concurrently with the mailing to the reseller.
<b>B.</b>	The Telephone Company will provide services to resellers at standards that meet or exceed the capabilities, functions and performance standards available to the Telephone Company's end user customers.
<b>1.</b>	Telephone Company service personnel appearing at the premises of a reseller's end user for the purpose of repair or installation will not be authorized to accept orders from such end users for new or modified service, or for repair or installation work going beyond that initially authorized by the reseller.

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## PSC NY No. 9--COMMUNICATIONS

Verizon New York Inc.

Section 3  
3<sup>rd</sup> Revised Page 3  
Superseding 2<sup>nd</sup> Revised Page 3

## Resale Services

**3. General Regulations  
Responsibility of the Telephone Company**

<b>3.2.2 Provision of Service</b>	
<b>C.</b>	To the extent the provision of repair and installation services under this tariff entails the appearance by Telephone Company personnel at the premises of a reseller's end user, the uniforms worn by such personnel, and the vehicles and other equipment that they use, may be marked in the conventional manner with the Telephone Company's name, trademarks, service marks, and logos.
<b>D.</b>	Services will be provided to resellers under this tariff only to the extent that the necessary facilities, including switching capacity and necessary operational support systems, are available.
<b>1.</b>	If existing facilities will not enable the Telephone Company to meet all outstanding service orders, such orders will be handled in accordance with reasonable priority rules that do not unreasonably discriminate between resellers purchasing under this tariff and end user customers of the Telephone Company.
<b>E.</b>	The provision of services under this tariff is subject to the Telephone Company's ability to obtain, without charge, danger, or undue difficulty, access to the premises where the service is to be provided (where such access is necessary for the provision of the service).
<b>F.</b>	Except as otherwise provided by this tariff, the Telephone Company, in connection with its sale of a resold service under this tariff, has all of the obligations that would be imposed upon it by the primary tariff and/or Product Guide for such service if it were selling such service directly to an end user. Such obligations include, without limitation, the obligation to provide the service in accordance with the terms and conditions of the primary tariff and/or Product Guide, except where otherwise provided by this tariff.
<b>G.</b>	The resold services provided under this tariff will be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals as the services that the Telephone Company provides to others, including end users.
<b>H.</b>	A reseller purchasing telephone exchange service under this tariff, whether alone or in combination with other services, will be provided by the Telephone Company, as necessary, with repair and installation services at least equal to those provided by the Telephone Company to its own telephone exchange service customers. Where necessary, such services shall be provided by Telephone Company personnel at the premises of the reseller's customer.
<b>1.</b>	Repair and installation personnel shall be dispatched by the Telephone Company in accordance with reasonable priority rules that do not unreasonably discriminate between lines provided to resellers and lines provided to the Telephone Company's end user telephone exchange service customers.
<b>I.</b>	In an action in a court to collect or attempt to collect any charges or other amounts due to Carrier under this tariff, if the Carrier asks the Court to award attorneys' fees, the Court may award the party which substantially prevails in the action (Carrier or Customer) any attorneys' fees and expenses reasonably incurred in that action, provided, however, that attorneys' fees and expenses may not be awarded against a party under this provision if the court finds that the position taken by that party had an objectively reasonable, good faith basis and was not inconsistent with established principles of law.

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## PSC NY No. 9--COMMUNICATIONS

Verizon New York Inc.

Section 3  
Original Page 4

## Resale Services

**3. General Regulations**  
**3.2 Responsibility of the Telephone Company****3.2.3 Provision and Ownership of Telephone Numbers**

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| <b>A.</b> | Except as otherwise provided herein, the Telephone Company reserves the right to assign, designate or change its telephone numbers, or office prefixes associated with such numbers, when reasonable and necessary for legitimate business purposes. Any such decisions about the assignment, designation, or change of telephone numbers or office prefixes will be made in a non-discriminatory manner. |
| <b>1.</b> | In the case of a change in such number(s) affecting a resold line, the Telephone Company will furnish the reseller with notification.   |
| <b>2.</b> | In the case of emergency conditions, however, (e.g., fire in a wire center), it may be necessary to change a telephone number without prior notification.   |

**3.2.4 Notice of New or Modified Retail Services**

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| <b>A.</b> | The Telephone Company will provide resellers with advance notice of its intent to offer a new retail service (or to modify an existing retail service) only in accordance with the provisions required by the Public Service Law, the State Administrative Procedure Act, and the regulations and orders of the PSC, or other applicable law. |
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**3.2.5 Cooperation with Law Enforcement Agencies**

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| <b>A.</b> | The Telephone Company may cooperate with law enforcement authorities to the full extent required or permitted by law in matters related to resold services, including the production of records and the installation of wiretaps, trap-and-trace devices, and pen registers. The Telephone Company shall not have the obligation to inform the customers of the reseller of such law enforcement requests, except to the extent required by law. The Telephone Company will inform the reseller of such law enforcement requests, unless an appropriate governmental authority requests that notice to the reseller be withheld. |
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## PSC NY No. 9--COMMUNICATIONS

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Section 3  
Original Page 5

## Resale Services

**3. General Regulations**  
**3.3 Responsibility of the Reseller**

<b>3.3.1 Liability</b>	
<b>A.</b>	The reseller assumes the responsibility for enforcement of all tariff regulations and class of service restrictions imposed for any particular service (e.g., prohibitions against unlawful use, damage to Telephone Company property, distinctions between residences and businesses) and any liability arising from violations thereof.
<b>B.</b>	The reseller shall indemnify, defend, and hold harmless the Telephone Company against any claim, loss, or damage arising from the following claims. <ol style="list-style-type: none"> <li>1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from communications (whether of the reseller, the end user, or others) made through or by means of services furnished under this tariff.</li> <li>2. Claims for patent infringement arising from the use of the services furnished by the Telephone Company in connection with facilities or equipment furnished by the reseller or end user.</li> <li>3. All other claims arising out of any act or omission of the reseller or the end user in the course of using services provided pursuant to this tariff.</li> </ol>
<b>C.</b>	The reseller will be required to indemnify the Telephone Company against any liability the Telephone Company may incur in reliance on incorrect certificates and documentation submitted pursuant to Section 3.3.3.
<b>D.</b>	No carrier furnishing a portion of a service shall be liable for any act or omission of any other carrier furnishing a portion of that service.
<b>E.</b>	The reseller's customers have no rights against, or obligations, liabilities, or duties to, the Telephone Company under this tariff.

<b>3.3.2 Reseller Notification and Coordination</b>	
<b>A.</b>	Notices relating to resold services will be provided by the Telephone Company only to the reseller, and not to the reseller's end users. The reseller, and not the Telephone Company, will be responsible for providing to the reseller's end users any notices, bill inserts, or other information required by PSC rule or order (or otherwise required by law) to be provided to end users.

<b>3.3.3 Certifications and Proof of Exemptions</b>	
<b>A.</b>	Upon reasonable request, but in any event no more than twice a year, the reseller shall certify to the Telephone Company in writing that the services the reseller is purchasing under this tariff are being purchased for resale.
<b>B.</b>	The reseller shall provide the Telephone Company with any certificates or other documentation that may be required under State tax law (for example to establish the fact that the reseller is exempt from state sales taxes).

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