

LOCAL EXCHANGE TARIFF
NEW YORK METROPOLITAN LOCAL AND TRANSPORT AREA

J. SPECIAL CALL-IN SERVICE ("CHOKE NETWORK") (Cont'd)

3. Specific Regulations

Where data is compiled in excess of any of the parameters defined in 2. above due to a subscriber's promotional activities, the subscriber, upon notice from the Company, shall be required to change to Special Call-In Service or discontinue the promotional activity, subject to the regulations in Section 1, Paragraph H.12. of Tariff PSC NY No. 1--COMMUNICATIONS "Termination for cause other than Non-Payment".

Special Call-In Service is furnished subject to the availability of facilities and the requirements of local exchange and toll service.

Subscribers located outside of New York City Zone 1 will be charged applicable foreign exchange line mileage charges, as specified in Section 7 of Tariff PSC NY No. 1--COMMUNICATIONS, between their normal central office and the W. 36th Street Central Office, New York City Zone 1, for the central office lines which terminate on the subscriber's premises.

Make busy equipment or other arrangements to make the lines busy will not be used on announcement lines.

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

The Telephone Company retains the right to withdraw service forthwith where the circumstances are such that the use of the service or facilities would tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.

Since the subscriber has exclusive control over the quality and characteristics of speech used in the messages recorded, the Telephone Company assumes no liability for the quality of, or defects in, or content of the recording of such messages.

The subscriber shall prepare all message announcements, and shall be solely responsible for the contents of the announcement. The recorded message must identify the called party and contain information meaningful to the calling party related to the promotional activity which prompted the call.

The subscriber indemnifies and saves the Telephone Company harmless against all claims arising from the material transmitted over facilities furnished hereunder, including claims for libel, slander, fraudulent or misleading advertisements, infringement of copyright, or any other claims, and against all claims arising out of any act or omission of the subscriber, in connection with facilities provided by the Telephone Company.