

## **RULES AND REGULATIONS**

### **1.1 Undertaking of the Company**

The Company's services are furnished for business Metro Ethernet services originating at specified points within the State of New York under the terms of this tariff. The Company does not undertake to provide residential services.

The Company installs, operates, and maintains the communications services provided hereinafter in accordance with the terms and conditions set forth in this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

### **1.2 Limitations**

1.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.

1.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff or the law.

1.2.3 The Company does not undertake to transmit messages and will not be liable for errors in transmission or for failure to establish connections.

1.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers or End Users as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

### **1.3 Assignment or Transfer**

All services provided under this tariff are directly or indirectly controlled by the Company and neither the Customer nor the End User may transfer or assign the use of service or facilities without the prior express written consent of the Company. Such transfer or assignment shall only apply where there is no Interruption of the use or location of the service or facilities. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.