

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Use of Facilities and Service

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service 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 unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Services, features and functions will be provided where facilities are available. Such facilities include, but are not limited to, billing capability, technical capability and the ability of the Company to purchase unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs). In the event that changes occur, including regulatory changes, that affect either the availability of facilities to the Company or the terms and conditions upon which they are obtained, the Company reserves the right to modify its terms and conditions, upon 30 days notice. The foregoing is in addition to all other existing rights retained by the Company to modify or terminate any contract or tariffed service at any time. In the event that the Company makes a material modification of its terms and conditions, customers shall have an opportunity to cancel contracts or tariffed services without penalty.