

NY PSC Tariff No. 7 – TELEPHONE
PAETEC Communications, Inc.
Initial Effective Date: 02/22/2004

Section : 2 Leaf: 3
Revision: 0

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.5 Individual Case Base (ICB) Arrangements

The company may develop a bid in which the regulation, if applicable, rates and charges for the offering under the provisions of this Tariff are developed on the circumstances in each case. ICB arrangements will be summarized in an attachment to this Tariff.

2.1.6 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee ("MUG") wherein the Customer agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.

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