

TVC Albany Inc. dba FirstLight Fiber
PSC Tariff No. 2 – Telephone
Date Effective: November 30, 2016

Original Leaf 11
Revision 0
Superseding Revision .

Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability (cont'd)

- g. Mistakes, omissions, interruptions, errors, failures, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war riots, Government authorities, or other causes beyond Company control.
- h. THE CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OF IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- i. The limitations of liability set forth herein shall apply to any failure, error, omission, or inaccuracy in the provision of, or failure to provide, 911 or E-911 service, and New York Relay Service.

2.1.3 Use of Service

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.

The customer obtains no property right or interest in any specific type of facility, service, equipment, number, process, or code. All right, title, and interest in such items remain, at all times, solely with the Company.

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, reasonable wear and tear excepted. 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.

Issued by: Jill Sandford, Vice President and General Counsel
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