

GetGo Communications LLC
New York P.S.C. No. 1 – Communications
Effective: August 18, 2017

Leaf 1
Revision: 0
Superseding Revision:

GETGO COMMUNICATIONS LLC

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLICABLE TO LOCAL AND INTEREXCHANGE SERVICES
PROVIDED TO BUSINESS AND RESIDENTIAL CUSTOMERS
WITHIN THE STATE OF NEW YORK**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for Local and Interexchange Service provided by GetGo Communications LLC, with principal offices at 10 Exchange Place, Suite 1710, Jersey City, NJ 07310. This Tariff applies to services furnished within the State of New York. This Tariff is on file with the New York State Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

This Tariff supersedes the Citrix Communications LLC P.S.C. No. 1 – Communications Tariff in its entirety.

Issued By: Mark Boyles, Director, Voice and Real Time Operations
10 Exchange Place, Suite 1710, Jersey City, NJ 07310

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CONTACTING THE PUBLIC SERVICE COMMISSION

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

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APPLICATION OF TARIFF

GetGo Communications LLC (hereinafter "Company") has been authorized by the New York Public Service Commission to provide competitive Local and Interexchange Services.

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local and interexchange service to residential and commercial Customers within telephone exchanges in the State of New York. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the New York Public Service Commission.

SERVICE AREAS

The Company will provide service within the serving areas of Verizon New York, Inc. and other Incumbent Local Exchange Carriers (ILECs) that serve the same exchanges as the Company within the state of New York. The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the relevant ILEC's Local Exchange Services Tariff.

SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- | | |
|---|--|
| C | - To signify changed rate, term or condition |
| D | - To signify discontinued rate, term or condition |
| I | - To signify increased rate |
| M | - To signify text moved from another tariff location, but no change in rate, term or condition |
| N | - To signify new rate, term or condition |
| R | - To signify reduced rate |
| T | - To signify changed text or regulation, but no change in rate, term or condition |

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TARIFF FORMAT

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the page. Leaves are numbered sequentially. However, new leaves are occasionally added to the Tariff. When a new leaf is added between sheets already in effect, a decimal is added. For example, a new leaf added between leaves 14 and 15 would be 14.1.
- B. Leaf Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current leaf version on file with the New York Public Service Commission ("Commission"). For example, the 4th revised Leaf 14 cancels the 3rd revised Leaf 14. Because of various suspension periods, deferrals, etc., that the Commission follows in its tariff approval process, the most current leaf number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the leaf currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the leaves contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS

1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS

Cont'd	- Continued
IXC	- Interexchange Carrier
ICO	- Independent Company
ICE	- Independent Company Exchange
ILEC	- Incumbent Local Exchange Carrier
LATA	- Local Access and Transport Area
LEC	- Local Exchange Company
MTS	- Message Telecommunication Service
NPA	- Numbering Plan Area
OMC	- Operations Management Center
PBX	- Private Branch Exchange
PIC	- Primary Interexchange Carrier
POP	- Point of Presence
PSTN	- Public Switched Telephone Network
PSAP	- Public Safety Answering Point or Agency
TDD	- Telephone Device for the Deaf
TRS	- Telecommunications Relay Service
V&H	- Vertical and Horizontal Coordinates

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.2 DEFINITIONS OF TERMS

Access Line - The connecting facility between a customer's premises Network Interface device and the Local Exchange Carrier's facility that provides access to the switching Network for local exchange and interexchange Telecommunications Service. This includes the Network Interface or equivalent, the Outside Plant facilities, the office frame and frame wiring and the office line termination.

Analog - A continuous electrical signal that carries information by means of variations in its amplitude or frequency. The electrical signal being transmitted varies in direct relation to the signal generated by the source.

Application - A verbal or written request for a Telecommunications Service.

Basic Local Exchange Service - Access to and usage of Company provided local Facilities by End Users and Customers for the purpose of originating or receiving voice grade, data, image or other electronic communications and for obtaining access to interexchange or other networks for such purposes.

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call - A completed connection between the Calling and Called parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Central Office - The site where switching equipment is located. A local Central Office, also called an end office, is the switching office where individual subscriber's Access Lines appear. It houses the equipment that receives calls transmitted on the Local Loop and routes the call over the switched Network either directly to the person called, if the call is placed to a location served by the same local Central Office, or to another Central Office, if the call is placed to a customer served by a different Central Office. Each Central Office serves Local Loops in an exclusive geographic area.

Channel - A single path between two or more points provided for transport of user information and/or signaling for a communications service.

Commission - The New York State Public Service Commission

Company - Refers to GetGo Communications LLC.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.2 DEFINITIONS OF TERMS (Cont'd)

Completed Call - A call which the Company's network determined, using either hardware or software answer supervision techniques, has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer - A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the calling station is registered. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

Customer-Provided Equipment (CPE) - Equipment provided by the Customer for use with the Company's Service. CPE can include a station set, facsimile machine, key system, private branch exchange (PBX), computer or other devices or apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

Dedicated Communications Service - Is that of furnishing the requisite Facilities including channels and network terminating equipment, to enable the Customer and authorized users to communicate between specified locations of continuous use.

Dial Tone - An audible tone sent from an automatic switching system to a customer to indicate the equipment is ready to receive dial signals.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming Service.

Emergency Situation - A single event that causes an interruption of service or installations affecting End Users of a Local Exchange Carrier. The Emergency Situation shall begin with the first End User whose service is interrupted by the single event, and shall end with the restoration or installation of the service of all affected End Users.

The term single event shall include:

a declaration made by the applicable state or federal governmental agency that the area served by the Local Exchange Carrier is either a state or federal disaster area; or

an act of third parties, including acts of terrorism, vandalism, riot, civil unrest or war, or acts of parties that are not agents, employees or contractors of the Local Exchange Carrier; or a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake,

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.2 DEFINITIONS OF TERMS (Cont'd)

flood or fire that prevents the Local Exchange Carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

The term Emergency Situation shall not include:

a single event caused by high temperature conditions alone; or

a single event caused, or exacerbated in scope and duration, by acts or omissions of the Local Exchange Carrier, its agents, employees or contractors or by the condition of Facilities, equipment or premises owned or operated by the Local Exchange Carrier; or

any service interruption that occurs during a single event listed in this definition, but are not caused by those single events; or

a single event that the Local Exchange Carrier could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a Local Exchange Carrier be required to undertake precautions that are technically infeasible or economically prohibitive.

This Part shall be construed as being content neutral as to whether a strike or other work stoppage is an Emergency Situation. In the event of a strike or other work stoppage, the Local Exchange Carrier's obligations to provide remedies for failure to comply with this Part shall, in the absence of a decision by a court of competent jurisdiction, be determined by the Commission on a case-by-case basis based upon the individual factual circumstances of each strike or other work stoppage. In making such a determination, and notwithstanding the definition of Emergency Situation above, the Commission shall not presume that a strike or other work stoppage is an act of an employee or of the Local Exchange Carrier.

End User - Any Customer or other person or entity who is not a carrier, except that a carrier shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

Exchange Area - A unit established by a Local Exchange Carrier and approved by the Commission for the administration of Telecommunications Service in a specified geographical area. It may consist of one or more Central Offices together with associated plant used in furnishing Telecommunications Services in that area. Exchange Areas are identified on exchange boundary Maps on file with the Commission.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.2 DEFINITIONS OF TERMS (Cont'd)

Facility - Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Incomplete Call - Any Call where voice transmission between the Calling and Called station is not established.

Incumbent Local Exchange Carrier - means, with respect to an area, the local exchange carrier that –

- (A) on February 8, 1996, provided telephone exchange service in such area; and
- (B) (i) on February 8, 1996, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the Federal Communications Commission's regulations (47 C.F.R. 69.601(b)); or
(ii) is a person or entity that, on or after February 8, 1996, became a successor or assign of a member described in clause (i).

Line - The conductor or conductors, supporting circuit equipment, and structures extending between customer Network Interfaces and Central Offices, or between Central Offices, whether they be in the same or different communities.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

Local Exchange Carrier (LEC) - Refers to any person engaged in the provision of telephone exchange service. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c) of the Communications Act of 1934, except to the extent that the Commission finds that such service should be included in the definition of the such term.

Local Loop - A Channel between a Customer's Network Interface and its serving Central Office.

Message - A completed telephone call by a Customer or user.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.2 DEFINITIONS OF TERMS (Cont'd)

Network - The aggregate of Transmission systems and switching systems. It is an arrangement of Channels, such as loops, trunks and associated switching Facilities.

Network Interface - The point of termination on the customer premises at which the Local Exchange Carrier's responsibility for the provision and maintenance of Network Channel or line service ends. The Network Interface is part of the Network and the order of appearance of Central Office lines on it is determined solely by the Local Exchange Carrier.

Nonrecurring Charge - A one-time charge made under certain conditions to recover all or a portion of the cost of installing Facilities or providing Service.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Outside Plant - The telecommunications equipment and facilities installed on, along, over, or under streets, alleys, highways, or on private rights-of-way between the Central Office and customer locations or between Central Offices.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications Facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - The physical space designated by the Customer for the termination of the Company's Point of Termination. The Premises is that space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other assessment billed to Customers for services or equipment.

Recurring Charge - The monthly charge to the Customer for Service, Facilities and equipment, which continue for the agreed upon duration of the Service.

Service - Any Telecommunications Service(s) provided by the Company under this Tariff.

Telecommunications Service - The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.2 DEFINITIONS OF TERMS (Cont'd)

Termination of Service - Discontinuance of both incoming and outgoing Service.

Toll Call - A completed Message between customers in different exchanges for which message toll rates are applicable.

Traffic - Call volume based on number and duration of Messages.

Transmission - The process of sending information from one point to another.

Trouble Report - Any customer complaint to the Local Exchange Carrier regarding the operation of the Network affecting their Basic Local Exchange Service, including both service-affecting conditions or out of service conditions.

Trunk - A Transmission path between switching units, switching centers and/or toll centers.

Trunk Group - A set of trunks, which are Traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

User - A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

Vertical Services - Optional telecommunication services, including, without limitation, Caller ID or Call Waiting, that a customer may choose to have added to its basic Access Line.

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SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Regulatory Compliance

Company will comply with all applicable state laws and regulations set forth in Public Service Law Article 5 and the rules of the Commission, for all residential and business Customers.

2.1.2 Application of Tariff

A. As described in the Application of Tariff (above), this Tariff sets forth terms and conditions applicable to the furnishing of Local and Interexchange Service defined herein offered by the Company within the State of New York. Service is furnished for the use of Business and Residential End Users within the State of New York.

B. When Service and Facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or Facilities furnished by it.

C. When Service and Facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and Facilities.

D. This Tariff applies only for the use of the Company's Service within the State of New York. This includes the use of the Company's Network within the State of New York.

E. The provision of Local and Interexchange Service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.

F. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

2.1.3 Shortage of Equipment or Facilities

A. The furnishing of Service under this Tariff is subject to the availability, on a continuing basis, of all the necessary Facilities and technical capabilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 Shortage of Equipment or Facilities (Cont'd)

B. 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.

2.1.4 Terms and Conditions

A. Service may be provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The Customer must pay the regular tariffed rate for the Service it subscribes to for the minimum period of service. If a Customer disconnects Service before the end of any minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period.

B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company.

C. 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 until the debt is satisfied.

D. This Tariff shall be interpreted and governed by the laws of the State of New York without regard to its choice of law provision.

2.2 LIMITATIONS ON LIABILITY

2.2.1 Indemnification and Limits on Liability

A. Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 LIMITATIONS ON LIABILITY (Cont'd)

2.2.1 Indemnification and Limits on Liability (Cont'd)

1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or Facilities for use in conjunction with the Service or Facilities provided by the Company; or (c) other common carriers, warehousemen or middle men;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's Facilities and Service or the use of the Company's Facilities and/or, Service in violation of this Tariff,
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided Facilities or Service, or by means of the combination of Company-provided Facilities or Service with Customer-provided facilities or services;
5. Any infringement, breach or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
6. Changes in any of the Facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.3;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 LIMITATIONS ON LIABILITY (Cont'd)

2.2.1 Indemnification and Limits on Liability (Cont'd)

7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof,
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's Facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff,
11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
12. Any non-completion of calls due to network busy conditions or network failures;
13. Any calls not actually attempted to be completed during any period that Service is unavailable;
14. Blockages by other providers of services on the public switched network;
15. Any damage to CPE resulting from use of that system with the Service; and
16. Any breach in the privacy or security of communications transmitted over the Company's Facilities.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 LIMITATIONS ON LIABILITY (Cont'd)

2.2.1 Indemnification and Limits on Liability (Cont'd)

B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment, or Facilities or Service provided by the Company.

C. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for facilities provided by other entities to the Customer, regardless of whether the facilities are used to provide Service to the Customer or if the Company has acted as the Customer's agent in arranging for such facilities.

D. Except as otherwise stated in this Tariff, any claim of any nature against the Company shall be deemed conclusively to be waived unless presented in writing to the Company within thirty (30) days after the date of the event or occurrence constituting the basis of the claim.

E. The Company is not liable for any errors and omissions in local Directories. In cases where the Company imposes a specific charge for the directory listing, the Company's liability for any such error or omission shall not exceed the amount paid by the Customer for such charge.

F. The Company makes no warranties or representations express or implied, in fact or by operation of law, statutory or otherwise, including any warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. The Company is not liable for any charge incurred by Customer or End User when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 LIMITATIONS ON LIABILITY (Cont'd)

2.2.1 Indemnification and Limits on Liability (Cont'd)

H. The Company is not liable for any act, error, omission, or interruption caused by a company, including its agents and employees, providing facilities or services for the purpose of establishing or maintaining a connection. This includes the acts, errors or omissions of a company providing access to and use of a signaling system database.

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2.3 LIABILITY OF THE COMPANY

2.3.1 General

A. Except as otherwise stated in this Tariff, the Company's liability for damages arising from any cause including, but not limited to, any mistakes, omissions, interruptions, delays, errors, defects, misrepresentations, or misuse relating to the Company's furnishing of Services or its failure to furnish Services, shall be limited to the corresponding amount of the credit to the Customer for an Interruption of Service, as set forth in Section 2.7 hereunder.

B. Except for the credit to the Customer for an Interruptions of Service, set forth in Section 2.7 hereunder, the Company is not liable to Customers, End Users or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of Facilities associated with the Service.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.4 SERVICE AVAILABILITY

2.4.1 Notification of Service-Affecting Activities

The Company will provide to the Customer reasonable notification of scheduled Service- affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, testing, modification, replacement, removal or rearrangement of equipment or Facilities and routine preventative maintenance. Generally, such activities do not specifically affect an individual Customer but affect many Customers' Service. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service- affecting conditions, such as an outage resulting from a loss of power or damage to Facilities or equipment, notification to the Customer may not be possible.

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2.4 SERVICE AVAILABILITY (Cont'd)

2.4.2 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make Services available to Customer on or before the date requested by the Customer, subject to the provisions of this Tariff and compliance by the Customer thereto. The Company does not guarantee availability by any such date and shall not be liable for any delays affecting the availability of Service to any Customer.

B. The Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by the Company, nor may the Customer permit others to do so, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or Facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.

D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company has provided it.

E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or End User when a reported Service impairment or trouble results from the use of equipment or facilities owner or provided by any party other than the Company, including, but not limited to, the Customer or End User.

F. The Company is not responsible for the installation, operation, or maintenance of any Customer- or End User- provided communications, power or other equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-Provided Equipment.

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2.4 SERVICE AVAILABILITY (Cont'd)

2.4.2 Provision of Equipment and Facilities (Cont'd)

G. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

2.4.3 Ownership of Facilities

Title to all Facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

2.4.4 Service Areas and Availability

Service is offered subject to the availability of Company Facilities, equipment and systems within designated exchanges in the State of New York.

2.4.5 Local Calling Areas

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the relevant ILEC's Local Exchange Services Tariff.

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2.5 OBLIGATIONS OF THE CUSTOMER

2.5.1 General

A. The Customer is responsible for:

1. The payment of all applicable charges pursuant to this Tariff;
2. Damage to or loss of the Company's Facilities or equipment due to the acts or omissions of the Customer or of any End User, or by the partial or complete failure of the Customer or any End User to comply with these regulations, or by fire, theft or other casualty occurring within the Customer's or any End User's premises, unless caused by the negligence or willful misconduct of the Company or its agents or employees;
3. Obtaining, maintaining, and otherwise ensuring that the Company and its employees and agents have full access to all rights-of-way and conduit necessary for installation of lines, Facilities and associated equipment used to provide Service to the Customer or End User from the minimum point of entry to the Customer's or End User's premises to the location of all equipment and space that Company must access for the purpose of providing Service. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided Facilities, shall be borne entirely by the Customer or End User, and may be charged by the Company to the Customer or End User. The Company may require the Customer or End User to demonstrate its compliance with this Section prior to accepting an order for Service;
4. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or Facilities; and
5. Making the Company's Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
6. If Customer or End User is not the owner of the premises upon which Equipment and Software is or will be installed, Customer or End User, as appropriate, shall obtain all necessary consents from the owner of the premises to permit the Company's employees and agents to enter the premises for the purposes of providing Services pursuant to this Tariff. Customer shall indemnify and hold Company harmless from and against any claims of the owner of such premises, including without limitation claims arising from the Company's entry upon and use of such premises.

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2.5 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.5.2 Prohibited Activities and Uses

- A. Services provided by the Company shall not be used for any unlawful purpose or for any use for which the Customer or End User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or End User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or End User may not assign, or transfer or convey in any manner the Service or any rights associated with the Service without the written consent of the Company. Notwithstanding this limitation, the Company will permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.5.3 Claims

Without limiting Section 2.2 and 2.3 herein, with respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or End User or any employee, agent, representative or invitee of such Customer or End User; or
- B. Any claim of any nature whatsoever brought by an End User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

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2.6 CUSTOMER EQUIPMENT AND CHANNELS

2.6.1 General

An End User may transmit or receive information or signals via the Facilities of the Company. An End User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee or warrant any Service for any purpose except as expressly described herein.

2.6.2 Station Equipment

A. Terminal equipment on the Customer or End User premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer or End User. The Customer or End User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.

B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and Facilities is compatible with such equipment and Facilities. All such Customer- Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all End User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

2.6.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing communications Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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2.6 CUSTOMER EQUIPMENT AND CHANNELS (Cont'd)

2.6.3 Interconnection of Facilities (Cont'd)

B. The Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the tariff of the other communications carriers which are applicable to such connections.

C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff.

2.6.4 Inspections

If Company reasonably believes that the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such actions as it deems necessary to protect its Facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm.

2.7 INTERRUPTION OF SERVICE

2.7.1 General

A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, failure of Facilities or services of other companies relied upon by Company to provide Service, negligence of the Customer, or to the failure of channels, wiring, equipment, facilities or power provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the channels, wiring, equipment, facilities or power provided by the Customer. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one month of Service.

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2.7 INTERRUPTION OF SERVICE (Cont'd.)

2.7.1 General (Cont'd.)

B. No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, End User, or any common carrier providing service connected to the Service of the Company;
2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's Facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of Service during any period in which the Company is not given full and free access to its Facilities and equipment for -the purpose of investigating and correcting interruptions;
5. Interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
7. Interruption of Service due to circumstances or causes beyond the control of the Company.

C. For the purposes of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network capacity shortages. Nor shall the interruption allowance apply where Service is interrupted by the negligence or willful act of the Customer or End User or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of Facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure.

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2.8 PAYMENT

2.8.1 Payments

Bills will be issued on paper and sent via first class mail or by similar means.

The Customer is responsible for the payment of all charges for Facilities and Service furnished by the Company to the Customer and to all End Users authorized by the Customer, and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

2.8.2 Billing and Collection of Charges

A. All Customer bills are due and payable on or before the due date provided on the bill. If payment of any portion of the bill is received by the Company after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company.

B. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer.

C. When a check that a Customer has presented to the Company for payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge in an amount up to \$20.00.

D. Bills are payable at any business office of the Company, by U.S. Mail, or at any agent location designated by the Company.

2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill.

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2.8 PAYMENT (Cont'd)

2.8.4 Late Payment Charges

A. Customer bills are due on the due date specified on the bill. A Customer's failure to render such payment on or before the due date specified on the bill constitutes default by the Customer. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.

B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with amounts that have been identified by the Customer to the Company as an amount in dispute. All undisputed amounts on the same bill are subject to late payment charges if unpaid, and such amount will be carried forward to the next bill.

2.8.5 Suspension or Termination of Service for Nonpayment

A. If payment is not received within thirty (30) days of the due date, Company will send a written disconnect notice to the Customer via first class U.S. Mail. Such notice shall state the reason for Service discontinuation and will allow the Customer not less than fifteen (15) days to remove the cause for Service discontinuation.

B. Company will mail notice to the Customer no later than six (6) business days after the date appearing on such notice.

C. After issuing the written notification in accordance with Section 2.8.5(A), at least one attempt shall be made during non-working hours to contact a residential Customer by telephone before the scheduled date of discontinuation or suspension.

D. Company will send to Customer via first class U.S. Mail written notice indicating that suspension and termination of Service will take place within five (5) days, excluding Sundays and holidays, that Customer will be given an opportunity to make full payment of all undisputed charges, and that in no event will service be discontinued on the day preceding any day on which the Company is not prepared to accept payment of the amount due and to reconnect service.

E. Suspension and termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the Company's payment collection office is closed. In addition, Service may not be disconnected during the periods of December 23 through December 26 and December 30 through January 2.

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2.8 PAYMENT (Cont'd)

2.8.5 Suspension or Termination of Service for Nonpayment (Cont'd)

F. If the Customer's account is disconnected due to non-payment, Service may be reconnected only by paying all past due amounts, a reconnection fee, and the first month of Service in advance.

G. Company may suspend or terminate Service for nonpayment of the undisputed portion of a disputed bill if the Customer does not pay the undisputed portion after Company requests payment.

H. Company shall reconnect suspended or terminated Service within twenty-four (24) hours following payment or undisputed amounts due or within twenty-four (24) hours of the end of circumstances beyond the Company's control which delay the reconnection.

2.8.6 Exceptions to Suspension and Termination for Nonpayment

Service shall not be suspended or terminated for:

- A. Nonpayment for Service for which a bill has not been rendered;
- B. Nonpayment for Service which has not been rendered;
- C. Nonpayment of any billed charge that is in dispute during the period before the dispute has been resolved by the Company in accordance with its complaint handling procedures.
- D. Nonpayment of billed and overdue amounts pursuant to Section 2.11 herein.

2.8.7 Deferred Payment Agreements

If the Customer claims inability to pay an outstanding bill in full, the Company shall inform the Customer of the Company's policies with respect to deferred payment agreements. A deferred payment agreement shall be in writing and signed by the customer or his or her representative and a Company representative authorized to enter into the agreement. An agreement reached by telephone shall be confirmed by the Company in writing and mailed to the customer with instructions to sign a confirming copy and return it in a prepaid, self-addressed envelope as provided.

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2.8 PAYMENT (Cont'd)

2.8.7 Deferred Payment Agreements (Cont'd)

The Company's deferred payment agreement does not include a finance charge.

The Company may discontinue service to any Customer due to the Customer's failure substantially to comply with the terms and conditions of a deferred payment agreement. Said right shall arise, however, only after the Company gives the Customer five days' written notice of the proposed discontinuance and the reasons therefor.

2.8.8 Advance Payments And Deposits

To safeguard its interests, the Company may require a Customer to make an advance payment before Service and Facilities are furnished. The advance payment will not exceed an amount equal to two (2) months of estimated monthly recurring charges for the Service or Facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Company will credit the advance payment to the Customer's initial bill.

Company may verify Customer's creditworthiness and may utilize credit reporting agencies in accordance with applicable laws. Company may require from Customer a deposit based on Customer's credit rating.

2.8.9 Taxes And Other Charges

The Customer is responsible for payment of any Federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income, as indicated on Customer's bill.

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2.8 PAYMENT (Cont'd)

2.8.10 Backbilling

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in excess of six (6) months after the Service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.9 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT

2.9.1 General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate Service and sever the connection(s) from the Customer's premises under the following conditions:

- A. In the event of prohibited, unlawful or improper use of the Facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the Facilities and Service; or
- B. If, in the judgment of the Company, any use of the Facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or
- C. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the Facilities or Service received from the Company; or
- D. In the event that Service is connected for a Customer who is indebted to the Company for Service or Facilities previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification. See Section 2.8.7 regarding Deferred Payment Agreements.

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2.9 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT (Cont'd)

2.9.2 Prohibited, Unlawful or Improper Use of Facilities or Service

Prohibited, unlawful or improper use of the Facilities or Service includes, but is not limited to:

- A. The use of Facilities or Service of the Company without payment of Tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;
- D. The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;
- E. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or
- F. Permitting fraudulent use.

2.9.3 Abandonment or Unauthorized Use of Facilities

- A. If it is determined that Facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.
- B. Suspension/termination of Service for abandonment or unauthorized use may only occur after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice will be sent to the Customer five (5) days before such suspension or termination. The notification requirement is waived when previous mailings were returned by the Post Office or the Company is advised that a new Customer has moved into the location.
- C. In the event that Service is terminated for abandonment of Facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:
 - 1. No charge shall apply for the period during which Service has been terminated; and

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2.9 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT (Cont'd)

2.9.3.C.2 Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

2.9.4 Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable Facilities and rights for the construction and maintenance of the necessary Facilities and equipment, or (b) to secure and retain suitable space for its plant and Facilities in the building where Service is provided to the Customer may require termination of a Customer's Service until such time as new arrangements can be made. Under such circumstances, no charges will be assessed the Customer while Service is terminated, and no connection charges will apply when Service is restored.

2.9.5 Emergency Termination of Service

The Company will immediately terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that submitted in writing as a follow-up to a request made by telephone.

2.10 USE OF CUSTOMER'S SERVICE BY OTHERS

2.10.1 Customers and Authorized Users

Services provided hereunder are provided solely for the use of the Customer, except for occasional use of such Service by visitors and other invitees. Customers may not resell such Service to a third party for any form of compensation.

2.10.2 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service and Facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

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2.11 CANCELLATION OF SERVICE

If a Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

- A. All nonrecurring charges as specified in this Tariff; plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. All recurring charges specified in this Tariff for the balance of the then current term.

2.12 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be delivered via electronic notice and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

2.13.1 Special Construction and Non-Routine Maintenance

Subject to the agreement of the Company and to the provisions contained in this Tariff, the Company may undertake special construction, special arrangements and non-routine maintenance on a reasonable-efforts basis at the request of the Customer. At its sole discretion and subject to any conditions that it may choose to impose, the Company may perform such special construction, special arrangements and non-routine maintenance outside of its regular business hours or in hazardous locations. Special arrangements include any Service or Facility relating to a telecommunications service not otherwise specified under this Tariff, for the provision of Service on an expedited basis, or in some other manner different from the normal tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customers' request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays and/or nights, additional charges may apply.

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2.13.2 Basis for Charges

Where the Company furnishes Facilities or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- Nonrecurring charges;
- Recurring charges;
- Termination liabilities; or
- Combinations thereof

The agreement for special construction will ordinarily include a minimum Service charge commitment based upon the estimated value of the Service and Facilities to be provided by the Company.

2.13.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for discontinuation of Service or discontinuation of use of Facilities specially constructed by the Company at the request of the Customer.

2.14 INDIVIDUAL CASE BASIS ARRANGEMENTS

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

2.15 911 EMERGENCY TELEPHONE SERVICE

2.15.1 General

A. 911 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.15.1 General (Cont'd)

2.15.1.B. Where offered, the Service shall include a 911 Emergency System, including but not limited to Enhanced 911 services, pursuant to applicable federal, State of New York, and local laws and regulations. This system will provide use of the exchange network at no charge to the caller on a per call basis. Any calls from a pay telephone shall not require a coin to be deposited or payment of any charge for 911 calls. Company shall also provide the ability to transfer calls from a Public Safety Answering Point (PSAP) to the proper Emergency Response Agency (ERA), as required.

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SECTION 3 - SERVICE DESCRIPTION

3.1 GENERAL

3.1.1 Timing of Calls

A. The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.

B. No charges apply if a Call is not completed.

C. For billing purposes, all Calls are rounded up to the nearest one tenth of one minute and billed in increments of one tenth of one minute after the minimum call duration. The minimum call duration is one half of one minute for a connected call.

D. Where applicable, charges will be rounded up to the next highest penny for each chargeable item (ex. a call).

E. Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes hardware answer supervision where available. Software answer supervision (*i.e.* answer detection software), which permits up to 60 seconds of ringing before the Call becomes billed usage, is used where hardware answer supervision is not available. When answer supervision is not detected, any Call for which the duration exceeds 60 seconds shall be presumed to have been answered and becomes billed usage.

F. The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

3.2 START OF BILLING

For billing purposes, the start of service is the day following completion of installation of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

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SECTION 3 - SERVICE DESCRIPTION (Cont'd)

3.3 MINIMUM CALL COMPLETION RATE

The Customer can expect a Call completion rate of at least ninety percent (90%) of all Calls attempted, within 3 seconds of the attempt, during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

3.4 LOCAL EXCHANGE SERVICE OFFERINGS

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to/from any calling Station in the local calling area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service

Customers may selectively block end users from placing calls to voice information services and chat lines (e.g., 900, 550, 976). There is no charge to apply call blocking capability to customer lines. When established on the specific customer lines, the Company's service cannot be used to originate calls to other telephone companies' caller-paid information services or chat lines (e.g., 900, 550, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. If the Customer chooses to have their line unblocked, the Customer will be responsible for all charges associated with caller-paid information services.

3.4.1 Service Area

Where Facilities are available, the service area is defined by the following LATAs and NPAs:

LATA	NPA
132	212, 347, 516, 631, 646, 718, 845, 914, 917, 929

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SECTION 3 - SERVICE DESCRIPTION (Cont'd)

3.4 LOCAL EXCHANGE SERVICE OFFERINGS (Cont'd)

3.4.2 Basic Local Exchange Service

Basic Local Exchange Service provides the Customer with basic access lines allowing connectivity to the local service network and features. Customers subscribing to Local Exchange Service will be allowed to use their service with the measured rate usage option.

3.4.3 Business Trunk Line Service

Business Trunk Line Service provides trunk-featured business local services for analog connection to Key and PBX systems. Service will include Direct Outward Dial ("DOD"). Customers subscribing to Business Trunk Line Service will be allowed to use their service with the measured rate usage option.

3.4.4 Trunk Line Call Hunting Service

Trunk Line Call Hunting Service is a Local Business Line Service that may be sold with hunting features to front-end an existing Key or PBX System.

3.4.5 Direct Inward Dial ("DID") Service

A. DID enables a Caller to complete a Call to a specific extension without being transferred by an attendant. The Company offers DID service to its Customers in blocks of twenty (20) telephone numbers. A minimum initial order of 100 numbers is required for service establishment on T-1 or PRI facilities.

B. The Company reserves the right to review vacant DID numbers or numbers not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that inefficient number utilization is occurring, the Company reserves the right to reassign the unused DID numbers.

C. The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end-office.

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3.5 ADDITIONAL LOCAL EXCHANGE SERVICE OFFERINGS

Where technically and economically feasible, the Company offers the following additional local exchange telecommunications services to residential and business Customers.

3.5.1 Directory Assistance Service

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with other telecommunications companies. A complimentary call allowance of ten (10) free Directory Assistance calls per month will be given to all residential main telephone exchange lines and for each business main telephone exchange or business PBX trunk line. The Company will provide Directory Assistance on a complimentary basis for calls placed from: payphones; exchange lines of the State of New York or any of its political subdivisions, and; main telephone exchange line of a disabled user.

3.5.2 Directory Assistance Call Completion (“DACC”) Service

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

3.5.3 Operator Services

Operator Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

3.5.4 Directory Listings

The Company shall provide for a single Directory Listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number that is designated as the Customer's main billing number. Additional information or additional or alternate Company Station numbers, other than the Customer's main billing number associated with a Customer's service, also will be provided to the Customer for a monthly recurring charge per listing. Non-published or non-listed primary Station numbers will be provided to the Customer for a monthly recurring charge.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.5 ADDITIONAL LOCAL EXCHANGE SERVICE OFFERINGS (Cont'd)

3.5.5 Caller ID

Displays the name and telephone number of an incoming Call on a CPE device attached to the Customer's telephone line.

3.5.6 Call Forwarding

A. Call Forwarding – Universal. This service allows the Customer to forward Calls to any telephone number or station in the Customer Group that their station is allowed to call, including voicemail and the attendant. Call Forwarding – Universal takes precedence over Call Forward – No Answer and Call Forward – Busy, and calls are forwarded immediately.

B. Call Forwarding – No Answer. Calls are automatically forwarded to a pre-arranged number or station in the Customer Group after a specified number of approximate rings.

C. Call Forwarding – Busy. Calls are automatically forwarded to a pre-arranged number or station in the Customer Group when the user's line is busy.

3.5.7 Call Waiting

When a line is in use, Call Waiting will generate an audible tone that will allow the user to know that another Call is coming in. The user may answer the new Call, and alternate between Calls, by pressing the hook flash switch on the telephone.

3.5.8 Cancel Call Waiting

Allows the user, on a per-Call basis, to cancel the Call Waiting function by dialing *70 before making a Call.

3.5.9 Call Transfer

Allows a user to transfer a Call to another station within the Customer Group or to an outside telephone number.

3.5.10 Three-Way Calling

Permits a user to place an existing Call on hold, dial another station in the Customer Group or outside telephone number, and bridge the new Call to the existing connection.

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3.5 ADDITIONAL LOCAL EXCHANGE SERVICE OFFERINGS (Cont'd)

3.5.11 Last Number Redial

Allows a user to call back the last number dialed from the station, whether the call was answered or not.

3.5.12 Speed Calling

Enables a Customer to place calls to other telephone numbers by dialing a pre-programmed one or two-digit code rather than the complete telephone number. A Customer may subscribe to either the eight-code capacity or 30-code capacity.

3.5.13 Call Park

Allows a Call to be placed on hold by one station and retrieved by another station in the Customer Group.

3.5.14 Distinctive Ring

Assigns different ring tones for Calls from within the Customer Group and for those from outside.

3.5.15 Calling Number Delivery Block

Allows a station to block the display of their number on outgoing Calls on a per-Call basis. To activate this feature, dial *67.

3.5.16 Anonymous Call Rejection

Allows a called party to block calls from parties that have marked their calls “private”. Customers may activate or deactivate this arrangement by dialing a pre-assigned activation code.

3.5.17 Automatic Busy Redial

Permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle.

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3.5 ADDITIONAL LOCAL EXCHANGE SERVICE OFFERINGS (Cont'd)

3.5.18 Automatic Call Return

Enables a Customer to automatically return the last incoming Call. To return the Call, the Customer dials a feature code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the Call when the called line is idle.

3.5.19 Call Blocking/Toll Restriction

- A. 900/976 Blocking
900/976 blocking permits a new or existing Customer, on a per-line basis, to receive a one-time free of charge block on all Calls made from its Calling Station to a 900 or 976-type telephone number. This Call Blocking option prevents Calls to 900/976 information service providers by blocking the following dialing sequences: 1+900 and 1+976.
- B. Long Distance Blocking
This Call Blocking option prevents 1+ long distance calls by station by blocking the following dialing sequences on a per-line basis: 1 + (NPA) + NXX + XXXX and 1 + NXX + XXXX.
- C. Directory Services Blocking
This Call Blocking option prevents Calls to local Directory Services and casual dialed long distance providers by blocking the following dialing sequences on a per-line basis: 1+555-1212, 1+NPA+555-1212, and 411.
- D. Operator Services Blocking
This Call Blocking option prevents Calls to local Operator Services by blocking the following dialing sequences on a per-line basis: 0+ and 0-.
- E. International Blocking
This Call Blocking option blocks access to international calling services on a per-line basis.
- F. Collect Blocking
This Call Blocking option prevents Calls from being delivered on a per-line basis.

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3.5 ADDITIONAL LOCAL EXCHANGE SERVICE OFFERINGS (Cont'd)

3.5.19 Call Blocking/Toll Restriction (Cont'd)

- G. The Company, in compliance with Docket Number 98-C-1273, offers IntraLATA end-user blocking of 551-XXXX, 333-XXXX, and 716-660-XXXX. The initial request for this service is offered at no charge to the end user. Applicable service order charges as outlined in Section 3 of this tariff will apply to subsequent customer requests.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.6 911 EMERGENCY SERVICES

Emergency Telephone Service (911) allows Customers to reach emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 (“E911”) Service enables the Customer’s address and telephone information to be displayed to the person handling the 911 Call.

The Company will provide access to 911 and E911 services on a toll-free basis, to all Customers in the State of New York, either directly or through arrangements with other telecommunications carriers.

3.6.1 General principles

The Company will comply with county/municipality 911 protocols.

3.6.2 Confidentiality

A. E911 information, which consists of the names, addresses and telephone numbers of all telephone Customers, is confidential, to the extent possible. The Company will release such information to the PSAP or Public Safety Agency, on a Call-by-Call basis, only after an E911 Call has been received and for the sole purpose of responding to an emergency Call in progress.

B. By dialing 911, the 911 Calling Party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number and address associated with the originating station location are furnished to the PSAP on a Call-by-Call basis, once a 911 Call has been placed. The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly, by the installation, operation or failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Telecommunications Service and the features associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party accessing the 911 Telecommunications Service. The Customer must agree to release, indemnify, defend and hold harmless the Company for any such claims of infringement or invasion of the right of privacy.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.6 911 EMERGENCY SERVICES (Cont'd)

3.6.3 Liability and Indemnification

A. The offering of 911 Telecommunications Service is limited to the provision and use of the digits 9-1-1 as the Universal Emergency Telephone Number (Code). 911 Telecommunications Service is a one-way service only. The Company shall not incur any liability, direct or indirect, to any person who dials, or attempts to dial 911, or to any other person who may be affected by the dialing of the digits 911. The Company's entire liability arising out of the provision of 911 Telecommunications Service under this Tariff shall be limited as set forth in this Section and in Section 2.3 of this Tariff.

B. The Company does not undertake to answer and forward 911 Calls to responding agencies, but only furnishes the use of its Facilities to enable the Customer to access the PSAP for his/her region and to enable emergency personnel to respond to 911 Calls on the Customer's premises. The Company shall have no responsibility or liability to either the Customer or the PSAP for responding to E911 or other emergency referral Calls. That responsibility and any relating liability rests solely with the PSAP or Public Safety Agency.

C. 911 Telecommunications Service is provided solely for the benefit of the Customer. The provision of 911 Telecommunications Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of, or creating any Company obligation toward, any third person or legal entity other than the Customer.

D. Each Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, or liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any loss, damage, or destruction of any property or personal injury, whether belonging to the Customer or others, as a result of the Customer's use of 911 Telecommunications Service.

E. The Customer also agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person, or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of the 911 Telecommunications Service and the equipment associated therewith, including, but not limited to, the identification of the telephone number used by the party or parties accessing 911 Telecommunications Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.6 911 EMERGENCY SERVICES (Cont'd)

3.6.3 Liability and Indemnification (Cont'd)

F. By calling the 911 Telecommunications Service, the Calling Party gives the Company consent to provide 911 information, consisting of the name, address, and telephone number of the Customer at the location from which the Call was made, to law enforcement agencies and other emergency service providers, on a Call-by-Call basis, to enable those agencies and service providers to respond to emergency Calls for assistance.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.6 911 EMERGENCY SERVICES (Cont'd)

3.6.3 Liability and Indemnification (Cont'd)

G. Notwithstanding any provision to the contrary, the Company is not liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

H. The Company shall not have any liability or responsibility for any losses, costs, expenses, claims, liabilities or damages resulting from the Customer's failure to comply with the Company's requirements regarding 911 Service. Without limitation of any other indemnity provided by Customer under this Tariff, the Company shall be indemnified by the Customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims resulting from the Customer's failure to comply with the 911 Service requirements set forth in this Tariff.

3.6.4 Service Interruptions

The Company will give 911 service interruptions a priority one classification. In the event of a failure of all trunks to the 911 tandem, or in the event of a failure of the 911 tandem itself, the following procedure will be used:

A local default PSAP 10 digit emergency telephone number, provided by the local 911 agency, will be route index assigned and translated for forwarding 911 Calls to the default PSAP. If the local PSAP does not make available a 10 digit emergency telephone number, then the Company will arrange with the ILEC to purchase a 10 digit number that will directly connect the Company's OMC to such local PSAP's 911 operators in the event of a tandem or trunking failure. Upon notification of a tandem or trunking failure, the OMC will redirect the 911 Calls from the route index of the 911 trunks to the route index of the local default PSAP 10 digit emergency telephone number. This procedure will allow the re-routed 911 Calls to be competed over the PSTN.

Notification of failure conditions and restoral will be made to the local 911 agency designated notification point. All efforts will be made to restore the failure quickly and return to regular 911 Call routing.

In the event of complete Company switch isolation from the 911 and PSTN, no Calls will be completed outside the Company switch. The following procedure will be followed:

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.6 911 EMERGENCY SERVICES (Cont'd)

3.6.4 Service Interruptions (Cont'd)

Upon notification of a complete office isolation, the OMC will undertake the prearranged emergency procedures listed in the next paragraph to restore normal switch operation. The Company's OMC will facilitate a coordinated effort of service restoration as the primary Point of Contact. A tactical bridge will be deployed for only those personnel involved in service restoration. Key personnel who will have access to the bridge are those from the Company's OMC, on site technician(s), and the appropriate central office manager.

Notification of failure conditions and restoral will be made to the local 911 agency-designated notification point. All efforts will be made to restore the failure quickly and return to regular 911 Call routing. All measures will be taken to restore 911 service through either normal Call routing over established 911 trunks to the appropriate selective routing tandem, or through route indexing 911 Call over the PSTN as described above until the 911 trunks are restored.

3.6.5 Master Street Address Guide

The Company will comply with the following provisions:

- A. The Company will not use the MSAG for any purpose that is not directly related to, and required for, the provision of 911 service to its Customers.
- B. The Company will not modify the content of the MSAG.
- C. The Company will install the MSAG in "read-only" format on one (1) computer network and its backup unless permission is obtained from the individual county/municipality to modify the MSAG format to make it compatible with the Company's software system. It is understood that the county/municipality will respond to any request from the Company to modify the MSAG within ten (10) business days of the request.
- D. The Company will not sell, lease, license, rent, loan, provide or transfer the MSAG to any other person(s) or entity(ies) without the express written authorization of the county/municipality 911 coordinator or his/her designee, and
- E. The Company will not modify or create any derivative of the MSAG, or copy the MSAG. However, one (1) copy of the MSAG may be made by the Company for archival purposes only.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.7 INTRALATA TOLL PRESUBSCRIPTION

3.7.1 Application

IntraLATA Presubscription is a procedure whereby a Customer designates to the Company the IntraLATA Toll Provider (“ITP”) that the Customer wishes to be the Carrier of choice for intraLATA toll Calls. Such Calls are automatically directed to the designated Carrier without the need to use carrier access codes or additional dialing to direct the Calls to the designated Carrier. IntraLATA presubscription does not prevent a Customer who has presubscribed to an IntraLATA toll Carrier from using carrier access codes or additional dialing to direct Calls to an alternative intraLATA toll carrier on a per Call basis.

Each Carrier will have one or more access codes assigned to it for various types of service. When a Customer selects a carrier as its preferred intraLATA toll provider, only one access code of that Carrier may be incorporated into the switching system of the Company, thus permitting access to that Carrier by the Customer without dialing an access code. Should the same Customer wish to use other services of the same Carrier, it will be necessary for the Customer to dial the necessary access code(s) to reach that Carrier’s additional service(s).

An ITP must use Feature Group D (“FGD”) Switched Access Service to qualify as an intraLATA toll provider unless prior arrangements have been made with or by the Company. ITPs must submit an Access Service Request (“ASR”) prior to the intraLATA toll presubscription conversation date or prior to the date on which the Carrier proposes to begin participating in intraLATA toll presubscription, unless prior arrangements have been made with the Company.

Selection of an intraLATA toll provider by a Customer is subject to the following terms and conditions:

A. Free Initial Presubscription Selection Periods

1. Existing Customers. The Company has no existing customers, as all of its Customers will have subscribed for the Company’s local exchange service after the presubscription implementation date.
2. New End User Customers. New end user Customers or Customers that order an additional line will be asked to select a primary ITP when they place an order for the Company’s Local Exchange Service. If a customer cannot decide upon an intraLATA toll carrier at the time, the Company may extend a 30-day period following completion of the service request to make an intraLATA PIC choice without charge. In the interim, the Customer will be assigned a “No-PIC” status and will have to dial an access code to make intraLATA toll Calls.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.7 INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

3.7.1 Application (Cont'd)

Initial free selections available to new end user Customers are:

- Designate an ITP as their primary Carrier, thereby requiring no access code to access that ITP's service. Other Carriers are accessed by dialing 10XXX, 101XXX, or other required codes.
- Choose no Carrier as a primary Carrier, thus requiring 10XXX or 101XXX code dialing to access all ITPs. This choice can be made by directly contacting the Company. In addition, new end user Customers that do not select a preferred Carrier will be assigned a "No-PIC" status. Following a new end user Customer's initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth in Section 4, herein.

B. ITP Feature Group D Discontinuance. If an ITP elects to discontinue FGD service after implementation of the intraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred intraLATA toll provider. The ITP must inform its end user customers that it is canceling its FGD service, request that the end user customer select a new ITP, and state that the canceling ITP will pay the PIC change charge in accordance with the provisions of this tariff. The ITP must provide written notification to the Company that this activity has taken place.

Following the ITP's discontinuance of service, the Company will bill the canceling ITP a change charge for each end user customer that is designated to the ITP at the time of its discontinuance of service.

C. Unauthorized PIC Change Charges. An unauthorized PIC change is a change in the presubscribed intraLATA toll provider that the end user Customer denies authorizing. PIC disputes for end user Customers are resolved through an investigative process whereby source documents and customer service event logs will be examined to determine whether or not such PIC change was so authorized.

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription to compensate the Company for costs incurred. In addition, the ITP will be assessed the applicable PIC Change Charge for returning the end user to their preferred intraLATA toll provider.

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3.7 INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

3.7.1 Application (Cont'd)

If an unauthorized change in intraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same line, and the presubscribed ITP is the same carrier for intraLATA and interLATA, unauthorized and PIC Change Charges as provided herein and in the Company's corresponding FCC Tariff will apply.

D. Equal Access Recovery Charge. The Equal Access Recovery Charge is a charge to recover the costs that the Company has directly incurred in connection with the implementation of intraLATA toll presubscription. The Equal Access Recovery Charge is billed on a competitively-neutral basis to all intraLATA toll providers.

E. End User Customer Charge Discrepancy. When a discrepancy is determined regarding an end user Customer's designation of a preferred intraLATA toll Carrier, the following rules will apply, depending upon the situation described:

- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.
- If an end user Customer denies requesting a change in intraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter of authorization signed by the end user Customer, the ITP will be assessed all applicable change charges tariffed herein. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

F. Verification of Orders. Neither the ITP nor the Company shall submit a PIC change order generated by outbound telemarketing or other sales practices unless and until the order has first been confirmed in accordance with the FCC's current anti-slamming practices and procedures.

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SECTION 4 - RATES

4.1 LOCAL EXCHANGE SERVICE

4.1.1 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

A. Line Types:

Each Local Line Customer may choose from the following line types:

Line - Loop Start
PBX Trunk - Ground Start
Direct Inward Dialing (DID) Trunk Termination

B. Optional Features:

A Customer may order the following optional features. Rates are set forth in Section 4.1.1.C.3.

Call Waiting	Call Return
Call Waiting ID	Distinctive Ring (2 numbers)
Call Waiting ID Deluxe	Distinctive Ring (3 numbers)
Call Forwarding	Remote Call Forwarding
Call Forwarding - Busy Line	Three-Way Calling
Call Forwarding - Don't Answer	Speed Call 8
Call Forwarding Busy/Don't Answer	Speed Call 30
Caller ID Repeat Dialing & Call Return	Repeat Dialing
Caller ID - Name and Number	Voice Dialing (30 names)
Call Manager	Voice Dialing (50 names)
Call Manager with Name	

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4.1 Local Exchange Service (Cont'd)

4.1.1 Local Line (Cont'd)

C. Local Line Rates and Charges: A Local customer will be charged applicable non-recurring charges, monthly recurring charges and usage charges as set forth below.

1. Non-Recurring Charges:

	<u>RATE</u>
Measured Service Line:	
1st Line	\$69.95
Add'l Line	69.95
PBX Trunk:	
1st Trunk (or channelized equivalent)	69.95
Add'l Trunk (or channelized equivalent)	69.95
Per DID Trunk Equipped	13.82
Service Charge (per customer request) (Applies to the processing of customer requests for service)	41.54
Restoral of Service (When service is interrupted for nonpayment of bills, the line will be restored upon payment of all charges due. The customer must pay this additional fee to restore their local exchange Line or PBX Trunk.)	23.19
Temporary Suspension (Applies for Line or Trunk restoral after Customer - initiated suspension)	31.82

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4.1 Local Exchange Service (Cont'd)

4.1.1 Local Line (Cont'd)

C.2. Recurring Charges:

MONTHLY RATE

Measured Service:

Line - Loop Start:

1st Line \$19.00

Add'l Line 19.00

PBX Trunk

1st Trunk (or channelized equivalent) 19.00

Add'l Trunk (or channelized equivalent) 19.00

Per DID Trunk Equipped 44.95

DID Numbers:

Each group of 100 5.00

Touch Tone:

Line 1.50

PBX Trunk (or channelized equivalent) 5.00

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4.1 Local Exchange Service (Cont'd)

4.1.1 Local Line (Cont'd)

3. Optional Features: New local customers initially ordering any of these features will not be billed an installation charge. The monthly charge will be billed on a per line, per month basis, unless otherwise indicated.

	<u>MONTHLY CHARGE</u>
Call Waiting	\$ 5.40
Call Waiting ID	5.10
Call Waiting ID with Name	6.10
Call Forwarding	5.09
Call Forwarding - Busy Line	2.75
Call Forwarding - Don't Answer	2.75
Call Forwarding Busy/Don't Answer	4.00
Caller ID	5.40
Caller ID with Name	6.10
Call Return	2.35
Call Return (per occurrence)	0.54
Distinctive Ring (2 numbers)	6.30
Distinctive Ring (3 numbers)	10.60
Remote Call Forwarding	16.97
Three Way Calling	5.09
Speed Call 8	4.12
Speed Call 30	6.21
Repeat Dialing	2.35
Repeat Dialing & Call Return	4.20
Repeat Dialing (per occurrence)	0.54
Voice Dialing (30 names)	8.00
Voice Dialing (50 names)	9.00
Call Trace (per occurrence)	3.45
Call Trace (case preparation)	5.00
Project Accounting Codes (PAC)	5.00
Verified PAC (per 100 codes)	7.50

Issued By: Mark Boyles, Director, Voice and Real Time Operations
10 Exchange Place, Suite 1710, Jersey City, NJ 07310

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4.1 Local Exchange Service (Cont'd)

4.1.2 Local and IntraLATA Outbound Usage Rates

Following are the rates that will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein. These charges are in addition to the monthly line/trunk rates set forth in Section 4.1.1

A. Outbound Usage Rate (Per Minute):

Local:

Measured Service: Customers will be charged the following per call and per minute rates:

Mileage Band	<u>PER CALL</u>		<u>PER MINUTE</u>	
	<u>PEAK</u>	<u>OFF-PEAK</u>	<u>PEAK</u>	<u>OFF-PEAK</u>
Zone 1	\$0.07	\$0.04	\$0.03	\$0.015
Zone 2	0.03	0.015	0.05	0.025

IntraLATA:

Customers who place intraLATA calls will be charged a \$0.02 per call rate, in addition to the following per minute rates:

<u>DAY</u>	<u>EVENING</u>	<u>NIGHT/WEEKEND</u>
\$0.1000	\$0.0800	\$0.060

4.1.3 Local and IntraLATA Toll-Free Usage Rates

A. Per Minute Usage Rate:

	<u>PEAK</u>	<u>OFF-PEAK</u>
Intrastate	\$0.18	\$0.18

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4.1 Local Exchange Service (Cont'd)

4.1.3 Local and IntraLATA Toll-Free Usage Rates (Cont'd)

B. Toll-Free Optional Features:

	MONTHLY <u>RATE</u>	NONRECURRING <u>RATE</u>
Day of Week Routing	\$15.00	\$75.00
Time of Day Routing	15.00	75.00
Holiday Routing	15.00	75.00
Alternate Call Routing	15.00	75.00
Percent Allocation Routing	15.00	75.00
Directory Assistance Setup	0.00	25.00
Directory Assistance Cancel/Change	0.00	50.00
Project Accounting Codes (PAC)	75.00	75.00
Verified PAC (per 175 codes)	75.00	75.00

4.1.4 Time Period Definitions

Peak:	9:00 a.m. to, but not including 9:00 p.m. Monday through Friday
Off-Peak:	9:00 p.m. to, but not including 9:00 a.m. Monday through Friday, all day Saturday and Sunday, and all Holidays.
Day:	8:00 a.m. to, but not including 5:00 p.m. Monday through Friday
Evening:	5:00 p.m. to, but not including 11:00 p.m. Sunday through Friday
Night/Weekend:	11:00 p.m. to, but not including 8:00 a.m. Sunday through Thursday and 11:00 p.m. to, but not including 5:00 p.m. Friday through Sunday

All times refer to local time.

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4.2 DIRECTORY ASSISTANCE

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

4.2.1 Charges

A complimentary call allowance, in accordance with Section 3.5.1 above will be provided. The following Directory Assistance charge will be applied to each call, subject to the complimentary call allowance, as follows:

Per Call \$0.50

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

4.2.2 Directory Assistance Call Completion

A Customer who has accessed the Directory Assistance operator will have the option of having their call completed either by an operator or by depressing a specific digit on a touchtone telephone. The charge per call completion is as follows:

Per Call Completion \$0.35

4.2.3 Credits

A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

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4.3 OPERATOR SERVICES

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Customers will be charged the usage rates specified in Section 4.1, in addition to the per call surcharges as specified in Section 4.3.1 below.

Third Number Billed: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Person to Person: Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

Station to Station: Calls complete with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

4.3.1 Operator Assisted Surcharges

PER CALL

Customer Dialed:	
Calling Card	\$0.44
Collect & Billed to Third Party	1.00
Collect & Billed to Third Party (mechanized)	0.46
Person-to-Person	2.63
Operator Dialed:	
Collect & Billed to Third Party	1.50
Person to Person	3.16
Station to Station	1.50

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4.3 OPERATOR SERVICES (Cont'd)

4.3.2 Busy Line Verification and Interrupt Service

Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that Facilities permit, provides the customer with the following options:

A. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

B. Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

C. Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

1. The operator verifies that the line is busy with a call in progress.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Busy Line Verification	\$1.05
Busy Line Interrupt	2.10

4.3.3 Temporary Interception

Temporary Interception allows; at the request of the customer, for the calling party to be informed that the service is being temporarily intercepted; and, if desired by the customer, the telephone number at which the customer may be reached or the telephone number at which the customer's calls will be received during the period of interception will be given to the calling party.

Temporary Interception	\$6.00 per call
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4.4 DIRECTORY LISTINGS

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

4.4.1 Length of Listing

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

4.4.2 Refusal of Listing

The Company may refuse a listing which is known to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

4.4.3 Appropriate Section

Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.

4.4.4 Publication

In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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4.4 DIRECTORY LISTINGS (Cont'd)

4.4.5 Qualified Listing

Directory listings are provided in connection with each Customer service as specified herein.

A. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

B. Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance. A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.3. Rates for Non-published listings are specified in Section 4.4.6.

C. Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed numbers are specified in Section 4.4.6.

D. Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

4.4.6 Charges

Monthly Recurring Charges associated with Directory Listings are specified below:

	<u>MONTHLY CHARGE</u>
Additional Listing (per listing)	\$1.73
Non-Listed Number (per number)	1.13
Non-Published Number (per number)	1.90

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4.5 EMERGENCY SERVICES

Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

4.6 PRESUBSCRIPTIONS-2 (PIC-2)

PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified below will apply each time the Customer requests a change to their intraLATA or PIC, subsequent to the initial designation.

4.6.1 Charges:

PIC Change Charge	\$5.00 per occurrence
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4.7 VANITY TELEPHONE NUMBERS

At the request of the Customer, the Company may assigned a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth 2.1.4.

	MONTHLY <u>CHARGE</u>	NONRECURRING <u>CHARGE</u>
Vanity Telephone Numbers	\$10.00	\$95.00

4.8 TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

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4.9 ICB CHARGES

ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

4.9.1 Nonrecurring Charges

Nonrecurring charges may apply to Customer requests for connecting, moving, or changing Service. These charges will be determined on an Individual Case Basis (ICB) and will apply in addition to any other scheduled rates and charges that otherwise apply under this Tariff.

A. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.

B. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

4.10 PROMOTIONAL OFFERINGS

Subject to the approval of the Commission, the Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time not to exceed one (1) year, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a service not previously received by the Customer.

4.11 EMPLOYEE RATES

The Company may offer special rates or rate packages to its employees or employees of its affiliates.