

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

Leaf 21
Revision: 0
Superseding Revision:

SECTION 2 - RULES AND REGULATIONS (Cont'd)

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.

Issued By: Mark Boyles, Director, Voice and Real Time Operations
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Cancelled by supplement No. 1 effective 08/30/2023