

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

Leaf 15
Revision: 0
Superseding Revision:

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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Cancelled by supplement No. 1 effective 08/30/2023