

REGULATIONS, TERMS, CONDITIONS,
AND RATES APPLICABLE TO
INTRASTATE TELECOMMUNICATIONS SERVICES
FURNISHED BY

Netspeed LLC
d/b/a GoNetspeed

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Terms and Conditions

Definitions

1. “Carrier”, “Company” or “Utility” refers to Netspeed LLC d/b/a GoNetspeed.
2. “Completed” call is a call which the Company’s network determines has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.
3. “Customer” means any person, firm, corporation or governmental division who has applied for and is granted service or who is responsible for payment of service.
4. “Residential” customer is a customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are non-residential customers.
5. “Service” means any telecommunications service(s) provided by the Carrier under these schedules.
6. “Station” is a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Terms and Conditions

General Description of Services Offered

1. These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Massachusetts. Specific services and rates are described in the Rate Schedules.
2. The Company's intrastate service territory is the Commonwealth of Massachusetts. Services are available 24 hours per day, 7 days a week.
3. Company services are available for residential and business customers.

Calculation of Rates

1. The chargeable time of a call is timed and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station.

Terms and Conditions

Credit, Collection and Dispute Resolution Procedures

1. Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures are governed by D.P.U. 18448.
2. The Company does not charge a fee to establish service.
3. For billing purposes, service is established on the date the customer's PIC is switched to the Company's network.
4. The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
5. The Company does not charge a fee to restore service that was disconnected for non-payment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
6. All state and local taxes (i.e. sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
7. All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with credit and collection activities and a late payment fee on the undisputed past due amount may be assessed.
8. Customer complaints are handled by a full service customer service department. Customers may call 1-866-746-3873 from 8:00 a.m. to 5:00 p.m., Monday through Friday, or submit a written complaint to:

Director of Customer Service
GoNetspeed
56 Campus Drive
New Gloucester, ME 04260

If the customer is not satisfied with the Company's response, the customer may contact the Consumer Assistance Division of the Massachusetts Department of Telecommunications and Cable, 1000 Washington Street, Suite 820, Boston, MA 02118-6500. Telephone: 1-800-392-6066.

Terms and Conditions

Interruption of Service

1. The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
2. Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment 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 customer's wiring or equipment. For purposes of computing a credit for leased facilities, 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 the facilities affected for each full hour of interruption.

Liability

1. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
2. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

Term and Conditions (Continued)

Liability (Continued)

3. The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service, which is not the result of the Company's negligence.
4. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorate charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

Rate Schedule

General

The following services are provided by the Company under terms and conditions specified within this tariff. Rates for services are also included in this section.

1. Direct Dialed Message Telecommunications Service

1.1 Service Description

Dialed Domestic Message Telecommunications Services are measured use, full time services. The Company will offer its services in those areas in which switched services are available on a presubscription (equal access) basis. In addition, the Company may selectively (by serving territory) permit the use of alternative access arrangements (i.e. casual dialing) via a 10XXX or 101XXXX code.

1.2 Application of Rates

Direct Dialed Message Telecommunications Services rates are quoted in terms of initial and additional minutes. The initial minute is the first minute or any

Rate Schedule (Continued)

fraction thereof after connection is made. The additional minute is each minute or any fraction thereof after the initial minute.

1.3 Rates

\$ 0.10 per minute

Customer may qualify for Optional Calling Plans as offered by the Company from time to time.

2. 800/888 Service

2.1 Service Description

800/888 Service is a one-way inbound service provided by the Company which terminates on a regular telephone line. The Customer is responsible for payment of all charges associated with calls terminated through this service, rather than the calling party.

2.2 Application of Rates

Unless otherwise waived for promotional purposes, a onetime fee applies per 800/888 line assigned at request of the customer.

A monthly recurring charge applies for each number assigned to the customer.

800/888 Service rates are quoted in terms of each minute. Each minute is rounded up to the nearest whole minute.

2.3 Rates

(a) Non-Recurring Installation Charge

In addition to the Monthly Recurring Charge and the Usage Charge described in this Section, an installation charge of \$10.00 per line for each 800/888 Service terminating line shall be assessed.

Rate Schedule (Continued)

2. 800/888 Service (Continued)

2.3 Rates (Continued)

(b) Monthly Recurring Charge

In addition to the Usage Charge described in this Section, there shall be assessed a monthly charge of \$5.00 per line for each 800/888 Service Terminating line.

(c) Usage Charge

\$ 0.15 per minute

3. Other Charges

Customer will also be responsible for any taxes and surcharges imposed by state or federal law.