



Control Number: 25000



Item Number: 2560

Addendum StartPage: 0

**CONTROL No. 25000****REGISTRATION FOR AN INTEREXCHANGE CARRIER, PREPAID  
CALLING SERVICES COMPANIES AND OTHER UNCERTIFICATED  
NONDOMINANT TELECOMMUNICATIONS CARRIERS****Section One: Basic Information**

Type of Registration:

X IXC (Long Distance Carrier)  
\_\_\_\_ Pre Paid Calling Card Provider  
\_\_\_\_ Other: \_\_\_\_\_

1. Name of Registrant (Company Name Known to the Public): GroveLine  
Legal/Assumed Name of Registrant: EliteView LLC  
Office Address (Street, City, State, Zip Code): 350 Myles Standish Boulevard, 2<sup>nd</sup> Floor  
Taunton, Massachusetts 02780
2. Mailing Address (Street/P.O. Box, City, State, Zip Code): Same as above
3. Registrant Toll-Free Customer Service Number: 800-334-3050  
Registrant Office Number: 800-552-2030  
Registrant Fax Number: 888-801-6260
4. Registrant Website Address: www.groveline.com  
Registrant Email Address: service@groveline.com
5. Authorized Representative Contact (Name and Title): George Pappas, Member/President  
Authorized Representative Address: 350 Myles Standish Boulevard, 2<sup>nd</sup> Floor  
Taunton, Massachusetts 02780  
Authorized Representative Mailing Address: Same as above.  
Authorized Representative Phone Number: 800-552-2030, x101  
Authorized Representative Fax Number: 888-801-6260  
Authorized Representative Email Address: gpappas@groveline.com
6. Emergency Contact (Name and Title): Kelly Knapp, Member/Vice President  
Emergency Contact Address: 350 Myles Standish Boulevard, 2<sup>nd</sup> Floor,  
Taunton, Massachusetts 02780  
Emergency Contact Mailing Address: Same as above  
Emergency Contact Phone Number: 800-552-2030, x102  
Emergency Contact Fax Number: 888-801-6260  
Emergency Contact Cell Phone Number: 617-388-6564  
Emergency Contact Email Address: kknapp@groveline.com

7. Form of Business (e.g. corporation, partnership, sole proprietorship): limited liability company  
State where Business was Formed: Massachusetts  
Certification/Authorization Number: 043521888  
Date Business was Formed: 6/30/2000
8. FCC Carrier Identification Code (CIC) (if available): \_\_\_\_\_  
National Exchange Carriers Association (NECA) Operating Carrier Numbers (OCNs) (if available): \_\_\_\_\_

## Section Two: Affiliate and Key Personnel Information

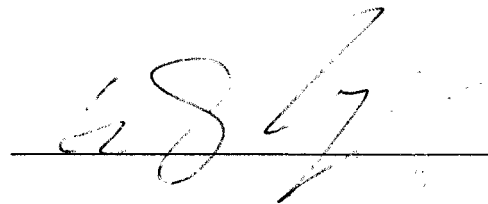
8. Legal Name of all Affiliated Telecommunications Public Utilities or Affiliated Telecommunications Companies Providing Regulated Services: NA  
States where Affiliates are Providing Services: N/A  
If the affiliate is in Texas, provide a description of the relationship to the registrant. N/A  
Provide Organizational Chart (if available). N/A
9. List Directors, Officers, or Partners with their business address, phone number, fax number, email/website address: See attached list of members.
10. List the Five Largest Shareholders (if applicable) with their business address, phone number, and email/website address: See attached list of 5 largest shareholders.

**AFFIDAVIT**

COMMONWEALTH OF MASSACHUSETTS     §  
   §  
COUNTY OF BRISTOL                     §

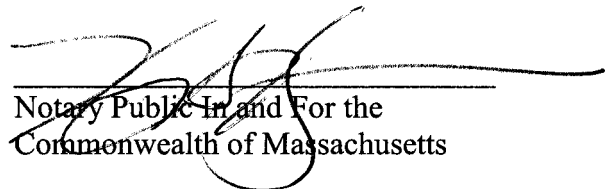
1. My name is George Pappas. I am a member of and President of the reporting company, EliteView LLC d/b/a GroveLine.

2. I swear or affirm that I have personal knowledge of the facts stated in this report on Non-dominant Carriers, that I am competent to testify to them, and that I have the authority to make this report on behalf of the company. I further swear or affirm that all of the statements and representations made in this report are true and correct. I swear or affirm that the company understands and will continue to comply with all requirements of law applicable to Non-dominant Carriers.



GeorgePappas, Member/President  
Typed or Printed Name

SWORN TO AND SUBSCRIBED before me on the 24<sup>th</sup> day of May, 2005.



Notary Public In and For the  
Commonwealth of Massachusetts

My commission expires: 9/24/10

ELITEVIEW LLC D/B/A GROVELINE MEMBERS  
AND FIVE LARGEST SHAREHOLDERS

*Limited liability companies do not issue shares or have shareholders. The below individuals with a "shareholder" designation are the five members with the largest financial interest in the limited liability company.*

Managing Members:

Kelly Knapp, Member/Vice President 350 Myles Standish Boulevard, 2 <sup>nd</sup> Floor Taunton, Massachusetts 02780 Telephone Number: 800-552-2030 Fax Number: 888-801-6260	Shareholder
---	-------------

George Pappas, Member/President 350 Myles Standish Boulevard, 2 <sup>nd</sup> Floor Taunton, Massachusetts 02780 Telephone Number: 800-552-2030 Fax Number: 888-801-6260	Shareholder
--	-------------

Kevin Estes, Member/Vice President 350 Myles Standish Boulevard, 2 <sup>nd</sup> Floor Taunton, Massachusetts 02780 Telephone Number: 800-552-2030 Fax Number: 888-801-6260	Shareholder
---	-------------

Other Members:

Alexander Pappas 1412 Main Street Cotuit, MA 02635 508-428-7319	Shareholder
--	-------------

Arthur Pappas 1412 Main Street Cotuit, MA 02635 508-428-7319	Shareholder
---	-------------

Diane Pappas  
1412 Main Street  
Cotuit, MA 02635  
508-428-7319

TEXAS TELECOMMUNICATIONS TARIFF

OF

**GROVELINE**

350 Myles Standish Boulevard  
Taunton, Massachusetts 02780

COMPETITIVE RESOLD INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, resold interexchange telecommunications Services provided by GroveLine ("Company") within the State of Texas. This Tariff is on file with the Public Utility Commission of Texas. Copies may be inspected during normal business hours at Company's principal place of business, 350 Myles Standish Boulevard, Taunton, Massachusetts 02780.

Document 2

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Issued: June 27, 2005

Effective Date: June 28, 2005

Issued By:

George Pappas, President  
350 Myles Standish Boulevard  
Taunton, Massachusetts 02780  
(800) 334-3050

**CHECK SHEET**

The Sheets of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	26	Original
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
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25	Original		

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**TABLE OF CONTENTS**

Title Sheet	Title.....	Title
Check Sheet	.....	1
Table of Contents	.....	2
Concurring, Connecting and Participating Carriers	.....	3
Explanation of Symbols	.....	3
Tariff Format	.....	4
Application of Tariff	.....	5
Section 1 - Technical Terms and Abbreviations	.....	6
Section 2 - Rules and Regulations	.....	10
2.1. Undertaking of Company	.....	10
2.2. Limitations of Service	.....	11
2.3. Use of Service	.....	12
2.4. Liabilities of Company	.....	14
2.5. Equipment and Facilities	.....	17
2.6. Customer Responsibilities	.....	18
2.7. Customer Liability for Unauthorized Use of Service	.....	23
2.8. Indemnity	.....	26
2.9. Full Force and Effect	.....	26
2.10. Allowances for Interruptions in Service	.....	27
2.11. Restoration of Service	.....	27
2.12. Minimum Service Period	.....	27
2.13. Early Contract Termination Penalties	.....	27
2.14. Payments and Billing	.....	28
2.15. Cancellation by the Customer	.....	30
2.16. Cancellation by the Company	.....	32
2.17. Interconnection	.....	33
2.18. Deposits	.....	34
2.19. Credit Limit	.....	34
2.20. Taxes and Surcharges	.....	34
Section 3 - Description of Services	.....	35
3.1. Timing of Calls	.....	35
3.2. Interexchange Telecommunications Services	.....	36
3.3. Promotions	.....	36
Section 4 - Rates and Charges	.....	37
4.1. Switched Access Service	.....	37
4.2. Dedicated Access Service	.....	37
4.3. Travel Card Service	.....	37
4.4. Miscellaneous Charges	.....	38
4.5. Individual Case Basis (ICB) Arrangements	.....	39

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition or Sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.1.
- 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 sheets contained in the tariff with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff User should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

**APPLICATION OF TARIFF**

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate interexchange telecommunications Services by GroveLine between various locations within the State of Texas.

All Services are interstate offerings. Intrastate Service is an add-on Service available only if the Customer subscribes to the Company's interstate offerings.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS****Authorized User:**

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange Service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

**Business Service:**

A service that conforms to one or more of the following criteria:

- A. used primarily for paid commercial, professional or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of service unless other criteria apply.

**Calling Card:**

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**Carrier or Common Carrier:**

Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

**Channel:**

A communications path between two or more points of termination.

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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Commission:**

Public Utility Commission of Texas

**Commitment Period:**

The time period stated in a Customer contract wherein the Customer is obligated to continue service with the Company in accordance with the terms of the Contract.

**Company:**

GroveLine

**Customer:**

The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Disconnect or Disconnection (of a call):**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Disconnect, Disconnection, Discontinue or Discontinuance (of Service):**

The permanent cessation of Company provided services pursuant to the terms and conditions of this Tariff and applicable Commission rules.

**Interexchange Carrier:**

A Company which furnishes interLATA intrastate long distance telecommunications service.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Premises:**

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

**Residential Service:**

A service which does not meet the definition of a business service and conforms to the following criteria:

- A. the use of the service is primarily and substantially of a social or domestic nature; and
- B. service is located in a residence, or in the case of a combined business and residential premises, the service is located in the residential section of the premises.

**Service(s):**

The intrastate long distance services provided by the Company pursuant to the terms, conditions and rates in this Tariff.

**Subscriber:**

See "Customer" definition.

**Travel Card**

See definition of "Calling Card."

**User:**

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**“800” (Toll Free) Number:**

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX, 888-NXX-XXXX, 877-NXX-XXXX number, 866-NXX-XXXX or 855-NXX-XXX, or any other NPA, and is billed for calls terminating at that number.

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**SECTION 2 - RULES AND REGULATIONS****2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of Texas.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications Services to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination Services provided by other Interexchange Carriers.
- 2.1.4. Subject to availability, the Customer may use the authorization code to identify Users or User groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's Services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Customer's monthly charges for Company's intrastate long distance Service are based on the total time Customer actually uses the Service. Unless otherwise stated in this Tariff, billing increments for intrastate long distance calls are initially eighteen (18) seconds with six (6) second increments thereafter.
- 2.1.7. Request for Service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse Service on the basis of credit history, and to refuse further Service due to late payment or nonpayment by the Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. LIMITATIONS OF SERVICE**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to immediately Disconnect Service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the Service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of Service.
- 2.2.6. The Company reserves the right to refuse an application for Service by a present or former Customer who is indebted to the Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.2.7. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.8. The Company reserves the right to classify Service as business or residential. The Company may, at its discretion, levy charges for Services that have been misclassified.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. USE OF SERVICE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the Service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer. This provision does not prohibit an arrangement between the Customer, Authorized User or joint User to share the cost of Service.
- 2.3.3. Application for Service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.4. The Company strictly prohibits use of the Company's Services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified Calling Card numbers or invalid Calling Card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of Service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. A business Customer may extend Service capable of two-way communications to the location of another business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing the use of Service and the charges normally associated with the provision of Service are applicable.
- 2.3.7. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.8. Service will not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their Service or otherwise impairs the quality of Service to other Customers.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. USE OF SERVICE, CONTINUED, Continued**

2.3.9. 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 pursuant to this Tariff until the indebtedness is satisfied.

2.3.10. Service is not available for resale. Company reserves the right to terminate the Service of Customers that violate this resale prohibition, immediately and without notice.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The Company is not liable for damages, including consequential damages for lost profits, arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Service or facilities.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- 2.4.4.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - 2.4.4.2. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
  - 2.4.4.3. All other claims arising out of any act or omission of the Customer in connection with any Service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or Premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other actions or liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the Premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.
- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another Common Carrier; acts of God, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any commission, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Texas law or Commission regulations. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.
- 2.4.11. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network Services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.12. The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the Services the Company offers; or for the acts or omissions of other Common Carriers.
- 2.4.13. The Company will use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing Service to any Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. EQUIPMENT AND FACILITIES**

- 2.5.1. The Company will use reasonable efforts to maintain the facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent by the Company.
- 2.5.2. Equipment installed at the Customer Premises for use in connections with the Services the Company offers shall not be used for any purposes other than that for which the Company has provided the equipment.
- 2.5.3. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:
- 2.5.3.1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2.5.3.2. the reception of signals by Customer-provided equipment; or
  - 2.5.3.3. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.5.4. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. CUSTOMER RESPONSIBILITIES**

- 2.6.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.6.3. The name(s) of the Customer(s) desiring to use the Service must be properly verified.
- 2.6.4. The Customer agrees to return to the Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.6.5. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.6.6. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.6.7. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.8. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by Customer, including charges alleged to have resulted from fraud or abuse of Customer's Service, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.
- 2.6.9. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this Tariff.
- 2.6.10. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the Premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.6.11. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.12. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of transmission facilities and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.
- 2.6.13. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.
- 2.6.14. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under other provisions of this Tariff.
- 2.6.15. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.
- 2.6.16. The Customer is responsible for making Company 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.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.17. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the Premises of the Customer or any joint User or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;
- 2.6.18. The Customer is responsible for notifying Company of any interruptions of Service.
- 2.6.19. The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of all charges for calls originated at the Customer's numbers.
- 2.6.20. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.21. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with its Channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE****2.7.1. Unauthorized Use of Services**

2.7.1.1. Unauthorized use of Services occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Service, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Services, makes fraudulent use of the Company's Services, or uses specific Services that are not authorized.

2.7.1.2. Fraudulent use includes, but is not limited to:

- A. Using the Company's Services to transmit a message, locate a person, or otherwise give or obtain information, without payment for the Service;
- B. Using or attempting to use the Company's Services with the intent to avoid payment, either in whole or in part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any Service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- C. Toll free callers using the Company's Services with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
- D. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE,  
Continued****2.7.1. Unauthorized Use Services, Continued**

2.7.1.3. Customers are advised that use of telecommunications equipment and Services, including those provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and Services provided hereunder, and to detect and prevent unauthorized use of the equipment and Services provided by the Company under this Tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

**2.7.2. Liability for Unauthorized Use**

2.7.2.1. The Customer is responsible for payment of all charges for Services provided under this Tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.

2.7.2.2. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 Service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and Services.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE,  
Continued****2.7.2. Liability for Unauthorized Use, Continued**

2.7.2.3. The Customer is liable for all costs incurred as a result of unauthorized use of the network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's Service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.

2.7.2.4. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Company's Services.

**2.7.3. Liability for Calling Card Fraud**

2.7.3.1. The Customer is liable for the unauthorized use of the Company's Services obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

2.7.3.2. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.

2.7.3.3. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE,  
Continued****2.7.4. Liability for Credit Card Fraud**

2.7.4.1. The Customer is liable for the unauthorized use of the Company's Services obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Company's Services by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

**2.8. INDEMNITY**

Subject to the liabilities of the Company set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim.

The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

**2.9. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of Customer's communications traffic by any underlying carrier.

**2.11. RESTORATION OF SERVICE**

2.11.1. The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.11.2. When a Customer's Service has been Disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.

**2.12. MINIMUM SERVICE PERIOD**

2.12.1. The minimum Service period is one month (30 days).

**2.13. EARLY CONTRACT TERMINATION PENALTIES**

2.13.1 In the event a Customer terminates Service with the Company prior to the end of the Service contract or in the event that the Company terminates Service based upon Customer's default during the term of the Service contract, Customer will pay to the Company a termination fee consisting of 1) any installation charges previously waived by Company, and 2) a termination penalty equivalent to the month-to-month rate for all Service multiplied by the number of months remaining in the Service contract. The termination fee will be due immediately upon termination of Service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.14. PAYMENTS AND BILLING**

- 2.14.1. Service is provided and billed on a monthly (30 day) basis and sent via first class mail, by electronic posting to a secure site on the Internet, or via electronic mail to a confirmed Customer electronic mail address. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.14.2. The Customer is responsible for the payment of all charges for Services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.14.3. Billing is payable via check, wire transfer, Credit Card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a payment charge for the unpaid balance, as set forth below, and may be subject to additional collection agency fees.
- 2.14.4. Whenever a check or draft presented for payment of Service is not accepted by the institution on which it is written, a returned check charge of \$25.00 will apply, per check or draft written.
- 2.14.5. All amounts outstanding 31 days or more from the date on which the bill for such amounts is mailed are subject to a late payment charge of 1.5%.
- 2.14.6. At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by Customer to the Company for Service, Company will reconnect Customer whose Service has been Disconnected for non-payment. Customer is also responsible for payment of the reconnection fee set forth in Section 4 of this Tariff
- 2.14.7. Billing disputes should be addressed to Company's Customer Service Organization via telephone to (800) 552-2030. Customers also may be required to submit billing disputes in writing, addressed to Customer Service Department, 350 Myles Standish Boulevard, 2nd Floor, Taunton, Massachusetts 02780.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.14. PAYMENTS AND BILLING, Continued**

2.14.8. In the case of a dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

2.14.8.1. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the Service may be subject to Disconnection).

2.14.8.2. Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address and telephone numbers of the Commission are:

Public Utility Commission of Texas  
1701 North Congress Avenue  
Austin, Texas 78701

Telephone: 512.936.7120  
888.782.8477

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.15. CANCELLATION BY CUSTOMER**

- 2.15.1. Customer may cancel interexchange Service by selecting another presubscribed Interexchange Carrier.
- 2.15.2. Customer is responsible for usage charges while still connected to the Company's Service, even if the Customer utilizes Services rendered after the Customer's request for cancellation has been made, notice and the payment of associated local exchange company charges, if any, for Service charges.
- 2.15.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - 2.15.3.1. The Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - 2.15.3.2. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - 2.15.3.3. Based on an order for Service and construction has either begun or has been completed, but no Service provided.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.16. CANCELLATION BY COMPANY**

2.16.1. Company reserves the right to immediately Discontinue furnishing the Service to Customers without incurring liability:

2.16.1.1. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, to the public or to employees of the utility; or

2.16.1.2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such Service; or

2.16.1.3. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services without notice; or

2.16.1.4. For unlawful use of the Service or use of the Service for unlawful purposes;

2.16.1.5. For use of the Service in violation of the terms and conditions in this Tariff, including use of the Service for resale as set forth in Section 2.3.10 of this Tariff.

2.16.1.6. For the Customer's provision of false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's Services.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.16. CANCELLATION BY COMPANY, Continued**

2.16.2. Company may discontinue Service to Customers upon five (5) days written notice to the Customer via first-class mail:

2.16.2.1. For violation of Company's Tariff as filed with the Commission;

2.16.2.2. For the non-payment of any proper charge as provided by Company's Tariff;

2.16.2.3. For Customer's breach of the contract for Service between the utility and Customer; or

2.16.2.4. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.16.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.16.4 The Company may refuse to permit collect calling, Calling Card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.17. INTERCONNECTION**

- 2.17.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnections with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agents is properly interfaced with the Company's Service and the signals emitted into the Company's network are of the proper mode, band-width, power, data, speed and signal level from the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's request.
- 2.17.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications Common Carriers and with private systems, subject to the technical limitations established by Company. Any special interface of facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.3. Interconnection between the facilities or services of other Carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.18. DEPOSITS**

2.18.1. In order to safeguard against it against loss of charges due at the time Service may be terminated, the Company may require a Customer or applicant for telephone Service to make a cash deposit equal to the estimated amount of charges for Services provided for any period of two (2) months. Interest shall accrue at the rate set annually by the Commission on all deposits collected by the Company.

2.18.2. The receipt of such a deposit by the Company shall in no way relieve the Customer or applicant from compliance with the Company's regulations as to advance payment (if any) and the prompt payment of bills, nor constitute a waiver or modification of the practices of the Company for the discontinuance of Service for nonpayment of any sums due for Service rendered.

**2.19. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

**2.20. TAXES AND SURCHARGES**

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. Examples of such programs include but are not limited to the Texas Universal Service Fund and the Telecommunications Infrastructure Fund. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s).



**SECTION 3 - DESCRIPTION OF SERVICE****3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long distance usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.3. Unless otherwise specified in this Tariff, billing increments for interexchange calls are initially eighteen (18) seconds with an additional six (6) seconds billed thereafter. For billing purposes the duration of each interexchange call will be rounded up in six (6) second increments.
- 3.1.4. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.5. There is no billing for incomplete calls.

**3.2. INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

- 3.2.1. Company provides switched and dedicated telecommunications Services, which allow a Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.2.2. **Switched Access Service** offers Users both outbound One Plus and inbound toll free long distance telecommunications Services.
- 3.2.3. **Dedicated Access Service** offers Users both outbound One Plus and inbound, toll free long distance telecommunications Services over dedicated local access connections to the underlying carrier's point of presence. This Service is designed for Customers with high traffic volumes that justify the additional costs of Dedicated Access facilities.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. INTEREXCHANGE TELECOMMUNICATIONS SERVICES, Continued**

3.2.4 **Directory Assistance** is provided by the Company's underlying carrier to Subscriber's of record. The Customer may access the underlying carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such Service by Company, except as stated in this Tariff.

3.2.5 **Toll Free Service** is a switched or Dedicated Access Service offering inbound, toll free, long distance telecommunications Services from points originating and terminating in the State of Texas. This Service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800, 866, 877" or other designated Toll-Free Number. The Customer pays for the call.

3.2.6 **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

**3.3. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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**SECTION 4 – RATES AND CHARGES****4.1. SWITCHED ACCESS SERVICE****4.1.1. Switched Access Outbound Service**

Initial 18	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0357	\$0.0119

**4.1.2. Switched Access Toll Free Service**

Initial 18	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0357	\$0.0119

**4.2 DEDICATED ACCESS SERVICE****4.2.1. Dedicated Access Outbound Service**

Initial 18	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0160	\$0.0053

**4.2.2. Dedicated Access Toll Free Service**

Initial 18	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0160	\$0.0053

**4.3. TRAVEL CARD SERVICE**

Initial 30	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0950	\$0.0190

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Taunton, Massachusetts 02780  
(800) 334-3050

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**SECTION 4 – RATES AND CHARGES, Continued****4.4. MISCELLANEOUS CHARGES****4.4.1 Pay Phone Surcharge**

Per call \$0.50

**4.4.2. Returned Check Charge**

Per check \$25.00

**4.4.3. PIC Charge**

Per Line \$4.58

**4.4.4. Reconnection Fee**

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by Customer to the Company for Service, Company will reconnect Customer whose Service has been Disconnected for non-payment.

Reconnection Fee, per occurrence \$25.00

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**SECTION 4 – RATES AND CHARGES, Continued****4.4. MISCELLANEOUS CHARGES, Continued****4.4.6. Dedicated Facilities Charges**

Dedicated facilities are provided to the Customer by the Incumbent LEC, facilities-based CLEC or other dedicated facility provider. Rates for installation of dedicated facilities, and recurring charges associated with such facilities, as charged by the dedicated facility provider, are passed through to the Customer by the Company on the Customer's bill.

**4.5. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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