

Geneva Broadband, LLC
Nebr. P.S.C. No. 1

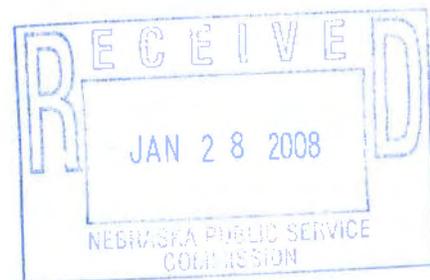
**TARIFF SCHEDULE APPLICABLE TO
HIGH-SPEED INTERNET SERVICES**

by

GENEVA BROADBAND, LLC

Issued by:
Greg Baltzer
Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361

C-3872



Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361

SAMPLE



Geneva Broadband, LLC

896 G St.
Geneva, NE 68361
(402) 759-1641

Statement No.

1

Bill for: January 31, 2008

For Billing Inquiries: 1-402-759-1641

Customer Information

Name John Smith Account # 450-12345
Street 1025 11th Street Phone (402) 759-5555
city, State, Zip Geneva, NE. 68361

Billing Info

Statement 1/31/08
Payment Due 2/25/08

Date	Account	Description	Internet	In-Home Support	City/Local	State	Federal	Other	TOTAL
1/1/08		Beginning Balance						\$75.00	\$75.00
1/31/08		New Charges							
		FamilySafe Bundle	\$50.00						\$50.00
		PC Maintenance Package		\$15.00					\$15.00
		Taxes			\$2.50	\$3.50	\$1.50		\$7.50
			\$50.00	\$15.00	\$2.50	\$3.50	\$1.50	\$75.00	

Approved By

Make Check to:

Geneva Broadband

Payment Requested

Statement for Records
No payment required

Sub Total	\$147.50
Payments Received	\$75.00
TOTAL	\$72.50

Office Use Only

Insert Fine Print Here

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CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

SHEET **REVISION NUMBER**

Not Applicable



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CONCURRING CARRIERS

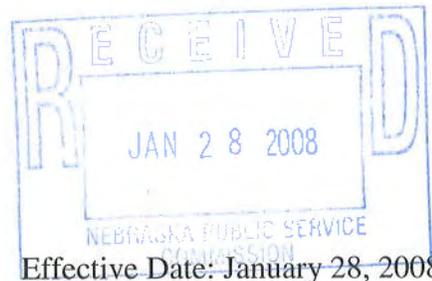
None

CONNECTING CARRIERS

Windstream Nebraska, Inc.

OTHER PARTICIPATING CARRIERS

None



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TARIFF FORMAT

Page Numbering. Page numbers appear in the upper right hand corner of the sheets. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between pages 5 and 6 would be numbered 5.1.

Page Revision Numbers. Revision numbers also appear in the upper right corner of pages. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page No. 14 cancels the 3rd Revised Page No. 14.

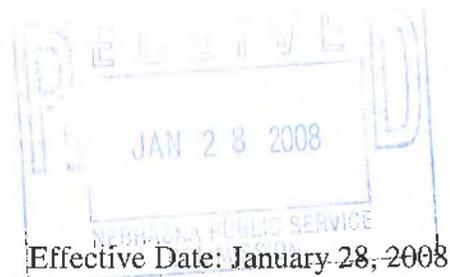
Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

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)

Check Sheets. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages 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 an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular pages is the most current one on file with the Commission.

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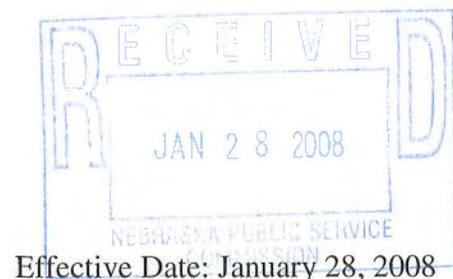


Geneva Broadband, LLC
Nebr. P.S.C. No. 1

Explanation of Symbols. When changes are made in any tariff page, a revised page will be issued replacing the tariff page affected. Changes will be identified on the revised page through the use of the following symbols:

- (C) - Identifies a changed regulation.
- (D) - Identifies a discontinued rate or regulation.
- (I) - Identifies an increase in rate.
- (N) - Identifies a new rate or regulation.
- (R) - Identifies a reduction in rate.
- (T) - Identifies a change in text only.

Issue Date: January 28, 2008



Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361

TABLE OF CONTENTS

Title Sheet	Cover
Check Sheet	1
Concurring	2
Connecting Carriers	2
Other Participating Carriers	2
Tariff Format	3
Table of Contents	5
0.0 Application and Scope of Tariff	12
0.1 Application	12
0.2 Scope	12
0.3 Interconnection with Other Carriers	12
0.4 Brief Description of Basic Services	12
1.0 Explanation and Terms and Abbreviations	12
1.1 Definition of Terms	12
1.2 Explanation of Acronyms and Trade Names	15
2.0 General Rules and Regulations	16
2.1 Undertaking of GBB	16
2.1.1 General	16
2.1.2 Limitations	16
2.2 Use	16
2.2.1 Lawful Purpose	16
2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes	17
2.2.3 Unauthorized Use	17
2.2.4 Recording Devices	17
2.2.5 Use of Service Mark	17
2.3 Liability	18
2.4 Equipment	19
2.4.1 Inspection, Testing, and Adjustment	19
2.4.2 Interference and Hazard	20
2.4.3 Maintenance and Repair	20
2.4.3.A Customer Liability	20
2.4.3.B Leased or Owned Facilities	20
2.5 Contract for Service	21
2.6 Application for Service	21
2.6.1 Information Required	21
2.6.2 Initiation of Service	21

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361

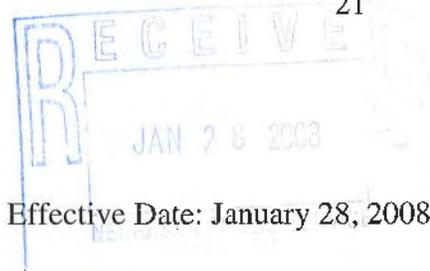


TABLE OF CONTENTS (cont'd)

2.7	Deposits	22
2.7.1	Deposit Requirements	22
2.7.2	Amount of Deposit	22
2.7.3	New or Additional Deposit	22
2.7.3.A	Abnormal Toll Usage	23
2.7.4	Handling of Deposits	23
2.7.5	Receipts	23
2.7.6	Customer Obligations	24
2.7.7	Refund	24
2.8	Billing	24
2.8.1	Monthly Billing	24
2.8.2	Bill Contents	24
2.9	Payment for Service	25
2.9.1	Late Penalty Charge	25
2.9.2	Partial Payment	25
2.9.3	Collection	25
2.9.4	Taxes and Fees	25
2.10	Disputes and Complaints	26
2.10.1	Disputed Bills	26
2.10.2	Complaint Procedures	26
2.10.3	Bill Insert or Notice	27
2.11	Service Refusal, Disconnection, and Suspension	28
2.11.1	Notice of Pending Disconnection	28
2.11.2	Reasons for Service Refusal, Disconnection, and Suspension	28
2.11.3	Refusal, Disconnection, and Suspension of Service For Nonpayment of Bill or Deposit	30
2.11.4	Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service	31
2.11.5	Temporary Service	32
2.12	Cancellations and Deferrals of Service	32
2.12.1	Cancellation	32
2.12.2	Deferral of Start of Service	33
2.13	Special Promotions	33
2.14	Information Service Access Blocking	33
2.15	Emergency Call Handling Procedures	33

7 pages
1-18-08
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for

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361

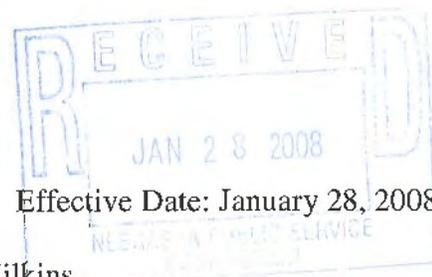


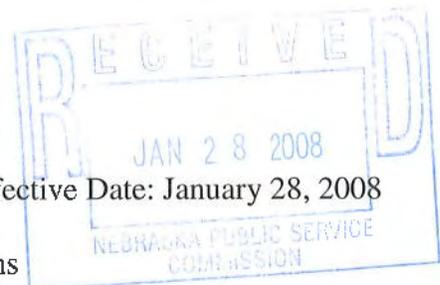
TABLE OF CONTENTS (cont'd)

3.0 Description of Services Offered	31
3.1 Broadband Data Service	31
3.1.1 Nature of Service	31
3.1.2 Availability	31
3.1.3 Specific Service Options	31
3.1.3.A Internet Access	31
3.1.3.A.1 Access Speeds	31
3.1.3.B Additional Options	31
3.1.3.B.1 Multiple IP	31
3.1.3.B.2 Static IP	31
3.1.3.B.3 Schedule Blocking	31
3.1.3.B.4 Online Time Limiting	32
3.1.3.B.5 Content Filtering	32
3.1.3.C Value-Added Services	32
3.1.3.C.1 Email box	32
3.1.3.C.1.1 Storage limit	32
3.1.3.C.1.2 Spam filtering	32
3.1.3.C.1.3 POP3 client support	32
3.1.3.C.2 Personal website	32
4.0 Rates and Charges	32
4.1 Annual and Nonrecurring Charges	32
4.1.1 Early Termination Charges	32
4.1.2 Third Party Vendor Charges	33
4.1.3 Reconnect Fee	33
4.1.4 Nonsufficient Funds Charge (NSF Checks)	33
4.1.5 Nebraska Universal Service Charge	33
4.1.5 Trouble Isolation Charge	34
4.1.6 Bill Copies	34
4.1.7 Non-Recurring Service Order Charges	34
4.2 Usage Rates	34
4.2.1 Local Service	34
4.3 Rate Tables	35
Attachment I Sample Billing Statement	I-1

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



0.0 Application and Scope of Tariff

0.1 Application

This tariff is a sample of the unregulated Internet Services being offered by Geneva Broadband within the State of Nebraska.

0.2 Scope

Geneva Broadband, L.L.C. ("GBB") services are provided in Nebraska subject to the availability of facilities and subject to the terms and conditions of this tariff. GBB services within the jurisdiction of the Commission provided by GBB between and among points in Nebraska are governed by this tariff.

0.3 Interconnection with Other Carriers

Service provided by GBB may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than GBB. However, service provided by GBB is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

0.4 Brief Description of Basic Services

Pursuant to this tariff and as described in more detail in subsequent sections, Geneva Broadband ("GBB") provides Internet access to customers via leasing of unbundled network elements and purchase of services from the incumbent local exchange carrier ("ILEC") as well as other network service providers. GBB plans to lease last mile facilities as dry loops from the ILEC, and terminate those loops into GBB DSLAMs. Upstream connections out of the GBB DSLAM will be provided by the best available network service. GBB may, at some time in the future, build out its own last mile facilities and offer connections directly to the customer premises. Only IP-based voiced services are planned, but no tariff for voice service is being filed since GBB's core business depends on high-speed data services first-and-foremost. Only after successful deployment of the data service will GBB consider offering a voice service over IP facilities.

1.0 Explanation of Terms and Abbreviations

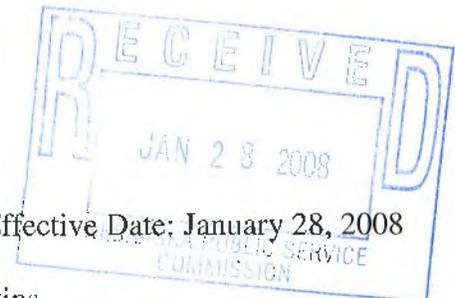
1.1 Definition of Terms

GBB
Geneva Broadband, LLC.

Issue Date: January 28, 2008

Issued by:
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Geneva, NE 68361

Effective Date: January 28, 2008



DSLAM

Digital Subscriber Line Access Multiplexer

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

The Nebraska Public Utilities Commission.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of GBB.

Customer Contract

A written agreement between the customer and GBB containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by GBB or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

Depositor

The Customer from whom a deposit is received.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming transmissions.

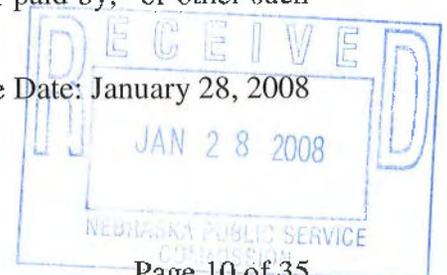
Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

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Geneva, NE 68361



Exchange

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

ILEC

Incumbent local exchange carrier.

Inside Station Wiring or Inside Wiring

Wiring on the premise beyond the demarcation point.

Local Access Transportation Area of LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Local Service

Telecommunication service furnished between points located within an area where there is no toll charge.

Month

For billing purposes, a month is considered to have thirty (30) days.

PRI-ISDN

A Local T-1 package service.

Rates

The usage amounts billed to customers for regulated services and/or equipment.

Suspend or Suspension

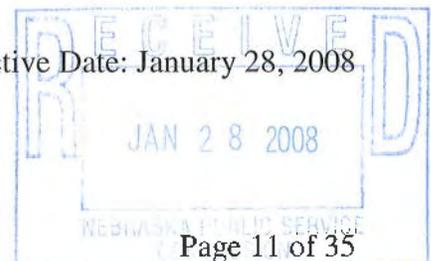
To disconnect or impair a service temporarily in order to disable either outgoing or incoming transmissions or both.

Timely Payment

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
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Geneva Broadband, LLC
Nebr. P.S.C. No. 1

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and GBB for a series of partial payments to settle a delinquent account.

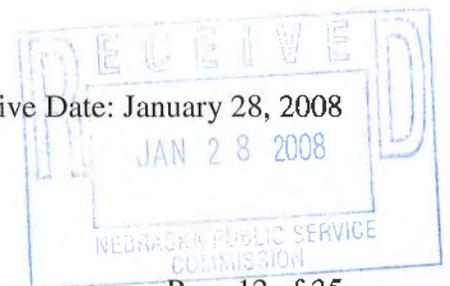
1.2 Explanation of Acronyms and Trade Names

FCC = Federal Communications Commission
LATA = Local Access Transport Area
SNI = Standard Network Interface
Windstream = Windstream Nebraska, Inc.

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2.0 General Rules and Regulations

2.1 Undertaking of GBB

2.1.1 General

Pursuant to this tariff, GBB undertakes to provide within the service area in which GBB has been approved for certification the non-regulated high-speed Internet service described in Section 3.0.

2.1.2 Limitations

- (A) Service is offered subject to the availability of suitable transmission facilities, and is subject to provisions of this tariff in compliance with the limitations set forth in the Commission's Rules.
- (B) GBB reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- (C) GBB does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

2.2 Use

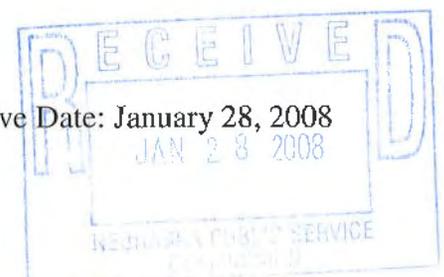
2.2.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

Issue Date: January 28, 2008

Issued by:
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Effective Date: January 28, 2008



2.2 Use (cont'd)

2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

GBB's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises GBB that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If GBB receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.2.3 Unauthorized Use

Any individual who uses or receives GBB's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for GBB's costs of investigation and collection.

2.2.4 Recording Devices

GBB's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

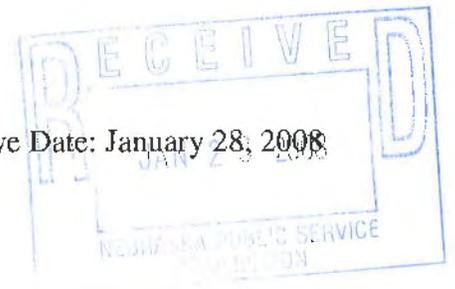
2.2.5 Use of Service Mark

No Customer shall use any service mark or trademark of GBB or refer to GBB in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of GBB.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
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2.0 General Rules and Regulations (cont'd)

2.3 Liability

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, GBB shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

GBB shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

No agent or employee of any other carrier shall be deemed to be an agent or employee of GBB.

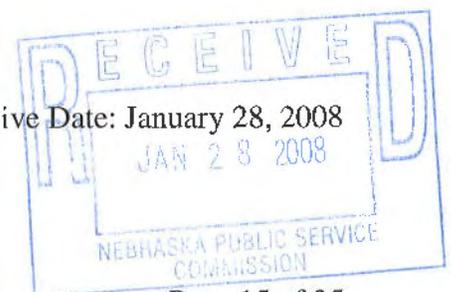
GBB's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call.

GBB shall not be liable for damages arising out of the use of GBB's services.

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2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

GBB's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer, or by any others, for damaged associated with installation, provision, preemption, termination, maintenance, repair or restoration of service, of any other service, GBB's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions.

Notwithstanding anything to the contrary in this section, if GBB's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to GBB or being found by GBB to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, GBB's inability to gain access to the Customer's premises, or causes beyond GBB's control as described in the first paragraph of this section, All will make appropriate adjustments. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to GBB, or discovery by GBB, of the interruption.

2.4 Equipment

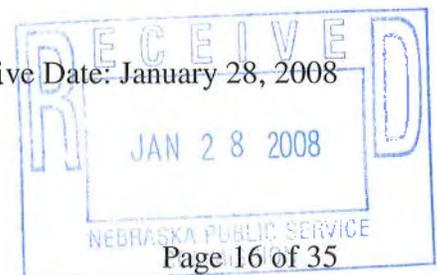
2.4.1 Inspection, Testing and Adjustment

GBB may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. GBB may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

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2.4 Equipment (cont'd)

2.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to GBB's services must not interfere with, or impair, any of the services offered by GBB. Additionally, connected Customer premises equipment must not endanger the safety of GBB employees or the public, damage or interfere with the proper functioning of GBB's equipment, or otherwise injure the public in its use of GBB's services.

2.4.3 Maintenance and Repair

2.4.3.A Customer Liability

The Customer shall be responsible for damages to GBB's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using GBB's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of GBB's facilities except upon written consent of GBB.

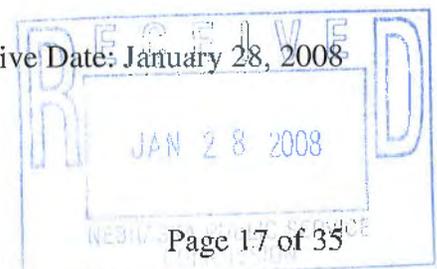
2.4.3.B Leased or Owned Facilities

The Customer's obligation to GBB is the same whether the facilities involved are GBB's facilities or are facilities leased by GBB from another party. If GBB incurs expenses due to the Customer's actions that result in damage or impairment of GBB's owned or leased facilities, GBB will pass on to the Customer any and all expenses to repair GBB's facilities or that the owner imposes on GBB for leased facilities.

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2.0 General Rules and Regulations (cont'd)

2.5 Contract for Service

The Company may offer customized service packages under special arrangements on a case-by-case basis. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff.

2.6 Application for Services

2.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish GBB with the following information:

- (A) The name of the party who will be responsible for payment of the service provided.
- (B) The address or addresses or exact location of the premises where service is to be provided and billed.
- (C) Any information required to make a proper determination of appropriate creditworthiness.

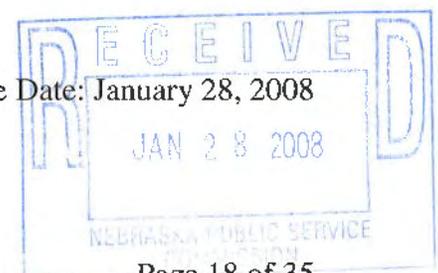
2.6.2 Initiation of Services

Service shall be deemed to be initiated upon the service activation date specified in billings from the BOC to GBB.

Issue Date: January 28, 2008

Issued by:
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Geneva Broadband, LLC
Geneva, NE 68361

Effective Date: January 28, 2008



2.0 General Rules and Regulations (cont'd)

2.7 Deposits

2.7.1 Deposit Requirements

GBB may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant or Customer requesting installation of new service will be required to pay a deposit. Any deposit required shall be confirmed in writing to the Customer not later than the time of the next billing. Such confirmation shall, in separate columns, itemize deposits for Customer Premises Equipment, and service packages being contracted.

2.7.2 Amount of Deposit

The amount of the deposit shall not be more than two (2) months of GBB's services for any specific service package ordered by the Customer, plus the cost of the equipment necessary to deliver the service. Any usage sensitive deposits will be estimated by using past experience with that Customer account, or the Customer's anticipated usage pattern, or GBB's state average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or in special occasions.

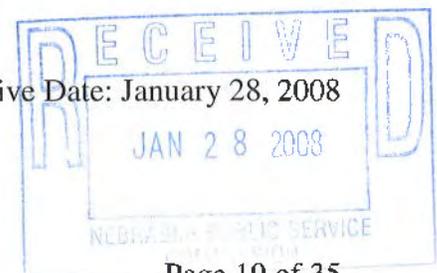
2.7.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 2.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal toll usage, as defined in 2.7.3.A or nonpayment. Written notice shall be mailed advising the Customer of any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to comply. The new or additional deposit is payable to the address specified in 2.7.4.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



2.7.3 New or Additional Deposit (cont'd)

2.7.3.A Abnormal Toll Usage

For customers with at least six (6) consecutive months of service, "abnormal usage" is defined as a at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20). The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For customers with less than six (6) consecutive months of service, "abnormal usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty dollars (\$20).

2.7.4 Handling of Deposits

Deposits shall be sent or delivered to: Geneva Broadband, LLC, 896 G St., Geneva, NE 68361. GBB will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. The rate of interest paid will conform to Nebraska Public Service Commission Telecommunications Rule 2.19A2. Interest shall be paid at least annually on deposits compounded annually from the date of the initial deposit to the date of refund or disconnection.

Deposits shall be refunded to the Customer or credited to their account no later than one (1) calendar year after receipt of the deposit.

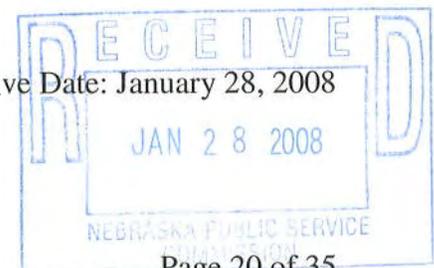
2.7.5 Receipts

A receipt of deposit will be sent to the Customer. Upon request, duplicate receipts will be provided to Customers who have lost their initial receipts if the deposits are substantiated by GBB's records.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



2.7 Deposits (cont'd)

2.7.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligations to comply with GBB's regulations for the prompt payment of bills.

2.7.7 Refund

The deposit shall be refunded or credited to the Customer after no more than twelve (12) consecutive months of timely payments (which may be eleven (11) timely payments and one automatic forgiveness of late payment). If a customer does not make twelve timely payments, the deposit shall be retained until a subsequent review at the end of GBB's accounting year or on the anniversary date of the account.

2.8 Billing

2.8.1 Monthly Billing

Bills to Customers will be issued monthly unless GBB is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Basic Internet Connectivity charges, including installation and equipment rental, are billed in advance. Any usage-sensitive charges are billed in arrears.

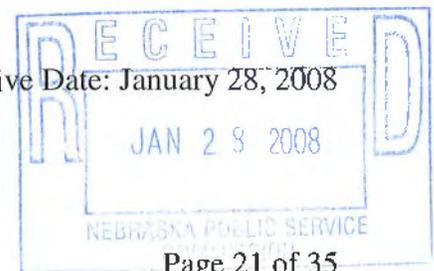
2.8.2 Bill Contents

A sample bill form appears as Attachment I to this tariff. The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. GBB will also comply with reasonable requests for bill detail.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



2.9 Payment for Service

2.9.1 Late Penalty Charge

Each account will be granted one complete forgiveness of a late payment charge each calendar year. On one monthly bill in each period of eligibility, the net amount of such bill will be accepted as full payment for the month after expiration of the net payment period. The Customer will be notified by mailed written notice that the eligibility has been used. Such forgiveness of late payment charges will have no effect on the credit rating of the Customer.

2.9.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for Basic Internet Access and equipment rental, with the remainder applied on a pro rata basis to usage-based charges and other maintenance fees. Any late payment penalty charge will be applied only to the outstanding balance.

2.9.3 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

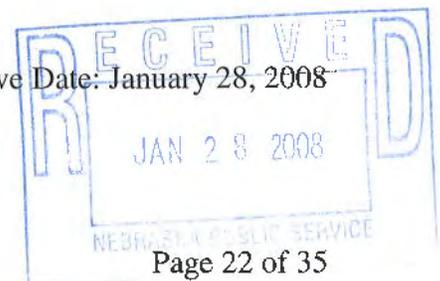
2.9.4 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon GBB on a usage or bandwidth basis shall be charged to Customers receiving GBB's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



2.10 Disputes and Complaints

2.10.1 Disputed Bills

In the event of a dispute concerning the bill, GBB will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of GBB by the Commission in the event the Customer files a written complaint with the Commission. Subject to regulatory requirements, Company's policy is to limit retroactive adjustments for billing errors to 90 days prior to the date the error is discovered.

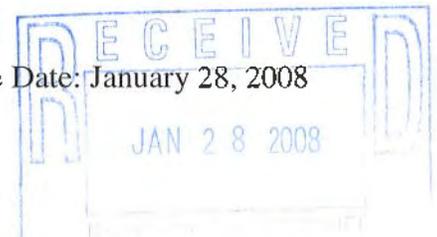
2.10.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to GBB by telephone, in person, or in writing at GBB's office located at Geneva Broadband, LLC, 896 G Street, Geneva, NE 68361. Customers can reach GBB's customer service department by dialing a phone number to identified later: _____. GBB's customer service department accepts calls during regular business hours from 8:00am to 5:00pm Central Time. Complaints concerning the charges, practices, facilities, or services of GBB will be investigated promptly and thoroughly. GBB will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable GBB to review and analyze its procedures and actions.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



2.10 Dispute and Complaints (cont'd)

2.10.2 Complaint Procedures

The records maintained by GBB under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, GBB will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Commission at:

Nebraska Public Service Commission
1200 N Street, Suite 300
Lincoln, NE 68508

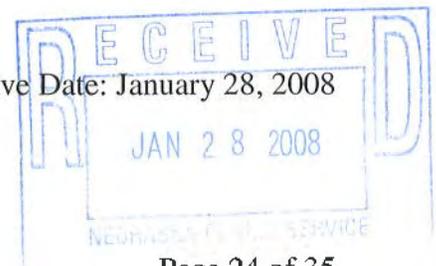
2.10.3 Bill Insert or Notice

GBB shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a GBB representative qualified to assist in resolving the complaint can be reached. The bill insert or notice shall also include the telephone number of the Nebraska Public Service Commission. The bill insert or notice on the bill will be provided no less than annually.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension

2.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, GBB shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill, and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service.

The notice will specify a toll-free number at which a GBB representative can be reached to provide additional information about disconnection.

2.11.2 Reasons for Service Refusal, Disconnection, and Suspension

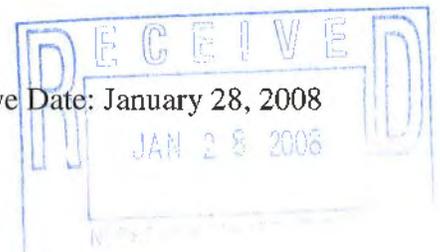
Service may be refused, disconnected, or suspended:

- (A) Without notice if a condition on the Customer's premises is determined by GBB to be hazardous.
- (B) Without notice if the Customer uses the service in such a manner as to adversely affect GBB's equipment or GBB's service to others.
- (C) Without notice if equipment furnished, leased, or owned by GBB is subject to tampering.
- (D) Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



2.11 Service Refusal, Disconnection, and Suspension (cont'd)

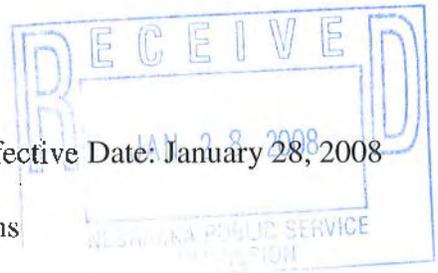
2.11.2 Reasons for Service Refusal Disconnection and Suspension(cont'd)

- (E) With notice if there are reasonable grounds to believe there is a violation of or noncompliance with GBB's regulations of file with the Commission, municipal ordinances, or law.
- (F) With notice if the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in GBB's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permission or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day preceding or day on which GBB's office at the address specified in Section 2.7.4 is closed.
- (G) With notice if the Customer fails to permit GBB reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which GBB's office at the address specified in Section 2.7.4 is closed.
- (H) With notice use of foul or profane language over the lines of the company or use of service that interferes with another customer's service or that is used for any purpose other than communication.

Issue Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361

Effective Date: January 28, 2008



2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit

Except as restricted by Section 2.11.4, service may be refused, disconnected, or suspended for nonpayment of a bill or deposit if GBB has made a reasonable attempt to effect collection and:

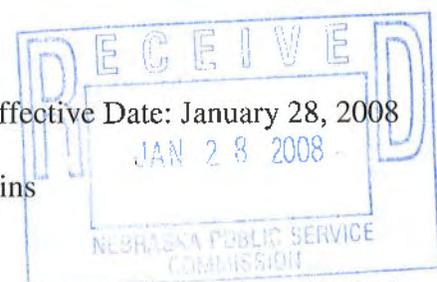
- (A) GBB has provided the Customer with ten (10) days prior written notice with respect to an unpaid bill and twelve (12) days prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 10-day unpaid bill notice period if GBB determines from verifiable data that usage during the 10-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- (B) GBB is prepared to reconnect the same day if disconnection is scheduled for a weekend, holiday, or after 2:00 p.m.
- (C) In the event of a dispute concerning the bill, GBB will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of GBB by the Commission in the event the Customer files a written complaint with the Commission.

However, in no event shall service be disconnected for nonpayment of a bill or deposit on the day preceding or day on which GBB's local business office or local authorized agent is closed.

Issue Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361

Effective Date: January 28, 2008



2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

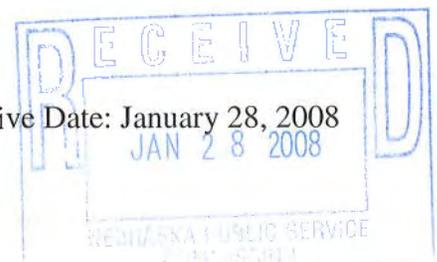
The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective customer:

- (A) Delinquency in payment for service by a previous occupant of the premises to be served.
- (B) Failure to pay for terminal equipment, new inside station wiring, or other merchandise purchased from GBB.
- (C) Failure to pay for a different type or class of public utility service.
- (D) Failure to pay the bill of another Customer as guarantor thereof.
- (E) Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.
- (F) Failure to pay for information service not regulated by the Commission.

Issue Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361

Effective Date: January 28, 2008



2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.5 Temporary Service

When GBB renders temporary service to a Customer, the Customer may be required by GBB to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

2.12 Cancellations and Deferments of Service

When a Customer cancels or defers of an order for service before the service is activated, a charge applies that will allow GBB to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

2.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

Issue Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361

Effective Date: January 28, 2008



2.12 Cancellations and Deferments of Service (cont'd)

2.12.2 Deferment of Start of Service

If a request for deferment of service is received by GBB prior to the date an order for equipment or service is placed with GBB's supplier, no charge shall apply. For deferments received by GBB subsequent to the date the order for equipment or service is placed with GBB's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the interest rate as set by the PUC commission for customer deposits set forth in Section 2.7.4, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. GBB will also charge the Customer who defers service any and all rates and charges incurred by GBB for any leased facilities for which GBB is held responsible. GBB will make a good faith effort to minimize those rates and charges whenever possible.

2.13 Special Promotions

From time to time GBB may engage in special service offerings of limited duration. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. So long as the promotion does not result in a higher aggregate cost to the Customer over the term of any contracted service, GBB may set promotional rates without the Commissions' prior approval.

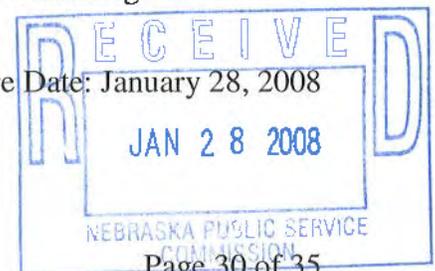
2.14 Information Service Access Blocking

GBB may block access to certain internet services based on destination internet address or communication protocol when those services or applications put unusual demands on the GBB infrastructure, or when those services or applications have ambiguous legal standing.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
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Geneva, NE 68361



3.0 Description of Services Offered

3.1 Broadband Data Service

3.1.1 Nature of Service

Broadband Data Service is a digital subscriber line connection for the transmission and receipt of packetized data using internet protocol as the encapsulation and addressing method.

3.1.2 Availability

GBB offers this service in the service areas in which it has been certified by the Nebraska Public Utilities Commission.

3.1.3 Specific Service Options

3.1.3.A Internet Access

Internet Access will allow Customers to use personal computers and other home network-attached electronics to exchange data packets with servers residing on the World Wide Web.

3.1.3.A.1 Access Speeds

Transmission speeds for sending and receiving packets. The transmission rate of data packets being delivered to the Customer is the Downstream speed. The transmission speed of data packets sent by the Customer and transferred to a network-resident server is the Upstream speed.

3.1.3.B Additional Options

3.1.3.B.1 Multiple IP addresses – Customers may be able to purchase more than one routable IP address.

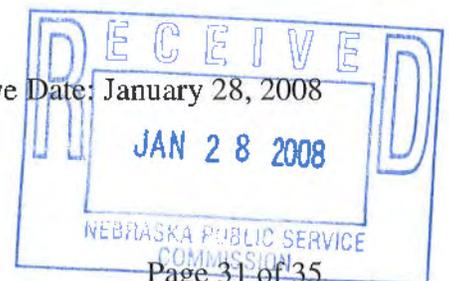
3.1.3.B.2 Static IP addresses – Customers will be able to receive a routable IP address from GBB that is fixed to that customer circuit and is not recycled on a periodic basis.

3.1.3.B.3 Schedule Blocking – This feature allows Customers to establish their own Internet Access schedules. Access schedules can be enabled on a per-computer basis, or activated for any computer using the Customer's circuit.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
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Geneva, NE 68361



3.1.3.B.4 Online Time Limiting – This feature allows Customers to define usage limits on a per-user basis. It is possible to define minutes or hours of use per day, and aggregate hours per week any user may be accessing the Internet.

3.1.3.B.5 Content Filtering – It is possible to define limits on the type of content available on a per-computer basis. Each Customer computer can have a policy assigned to it that limits access to websites based on the category of the content of those websites.

3.1.3.C Value-Added Services

3.1.3.C.1 Email box – GBB will assign an mailbox to each new customer account.

3.1.3.C.1.1 Storage limit – Two mailbox sizes will be supported. The basic mailbox will be 100MB, and the premium mailbox will allow 1GB of stored content.

3.1.3.C.1.2 Spam filtering – All email accounts filter email that is determined to be spam, and moves it automatically to a “junk” folder for review.

3.1.3.C.1.3 POP3 client support – All email accounts will allow PC-resident emails clients to send and receive mail using the POP3 protocol.

3.1.3.C.2 Personal website – GBB will provide each customer with a set of tools to construct and maintain individual website.

4.0 Rates and Charges

4.1 Annual and Nonrecurring Charges

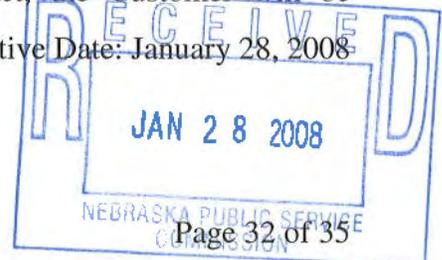
4.1.1 Early Termination Charges

If a Customer under contract terminates service prior to the expiration of the term of the contract, the Customer will be

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



required to pay an early termination charge in accordance with the customer's contract for service.

4.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by GBB (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charge.

4.1.3 Reconnect Fee

Reconnect Fee charge: \$50.00 for each circuit. This charge applies to reconnection of service after internet access has been suspended or service has been disconnected.

4.1.4 Nonsufficient Funds Charge (NSF Checks)

NSF check charge: \$25.00. This charge applies when a check has been returned by the bank for non-payment. The returned check needs to be covered by cash, money order or cashier's check within 10 days of written notification from GBB.

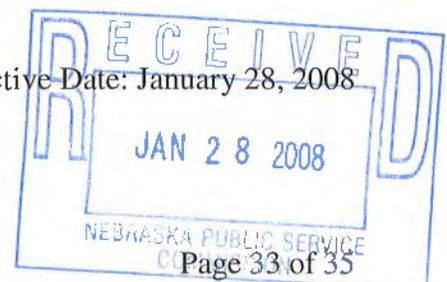
4.1.5 Nebraska Universal Service Charge

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Nebraska Legislature authorized the Public Services Commission to create a system of support mechanisms to assist in the provision of such service in high-cost areas. The Commission has adopted Rules Prescribing the High Cost Support Mechanism. To insure that the mechanism is funded on a non-discriminatory, competitively neutral basis, the Rule directs that a surcharge, called the "Nebraska Universal Service Charge" will be levied on all telecommunications services purchased by end-users. The Nebraska Universal Service Charge may be changed on a quarterly basis.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



4.1 Annual and Nonrecurring Charges (cont'd)

4.1.6 Trouble Isolation Charge

A Trouble Isolation Charge applies when the Company dispatches either its own ILEC personnel to a customer premises to test the line from the central office, up to the demarcation point, and the line tests clear (no trouble found in the Company facilities). No Trouble Isolation Charge shall apply if the customer subscribes to an inside wire maintenance plan with the Company.

Trouble Isolation Charge:	Business Customer:	\$95.00
	Residential Customer:	\$95.00

4.1.7 Bill Copies

Additional and alternate bill copies will be available upon a customer's request. An additional bill copy is a secondary copy of the customer's initial bill and an alternate bill copy is an additional bill sent to a different address other than the billing address. Charges for the additional and alternate bill copies are below.

Business Customers:	\$10.00 per copy
Residential Customers:	\$ 5.00 per copy

4.1.8 Non-Recurring Service Order Charges

Service Order Charge	\$15.00	Modification of Service
	\$50.00	New Service Installation

4.2 Usage Rates

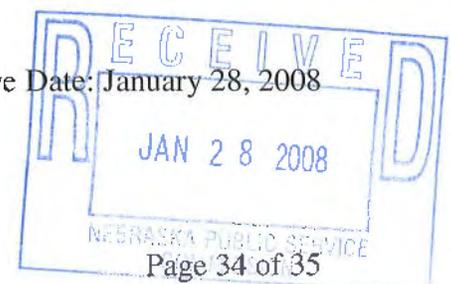
4.2.1 Local Service

Internet Access – Internet Access is billed at a flat monthly rate, based on the combination of upstream and downstream speeds contracted according to rates identified in Table 1, Section 4.3.1.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

Issued by:
Greg Baltzer and Joseph Wilkins
Geneva Broadband, LLC
Geneva, NE 68361



4.0 Rates and Charges (cont'd)

4.3 Rate Tables

4.3.1 Rate Table 1: Internet Access Rates – Family Safe Internet plan

Service Level	Downstream	Upstream	Monthly Cost
Basic	3.0 Mbps	576 Kbps	\$35.00
HomeNet	5.0 Mbps	1.0 Mbps	\$42.50
FamilyPlus	12 Mbps	1.5 Mbps	\$52.50

Basic Package Includes:

Single dynamic IP address

2 email accounts with 100MB of total storage (aggregate)

HomeNet Package Includes:

Single dynamic IP address

Wireless Access Point (encrypted)

Schedule Blocking

5 email accounts with 1GB of total storage, and spam filtering

Personal Web page

FamilyPlus Package Includes:

Up to 5 IP addresses (dynamic or Static)

Wireless Access Point

Schedule Blocking

Online Time Limiting

Content Filtering

5 email accounts with 1GB of total storage, and spam filtering

Personal web site (up to 4 sub pages)

Equipment rental is \$5 per month, without a 12 month contract.

Installation charge of \$45 is waived for 24 month contracts.

Issue Date: January 28, 2008

Effective Date: January 28, 2008

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Geneva, NE 68361

