

TERMS & CONDITIONS DOCUMENT

Section 6 - Rendering and Payment of Bills

6.1 Customer Responsibility

The Customer is responsible for the payment of all charges, including applicable taxes and surcharges, for facilities and services furnished by the Company to the Customer.

6.2 Service Commencement Date

At such time as the Company completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Commencement Date" and shall be the starting date for billing.

6.3 Billing and Collection of Charges

The Customer shall pay the amount(s) as specified in the document for the Services as follows:

6.3.1 Nonrecurring charges, including construction, are due in advance.

6.3.2 Fixed recurring charges shall be billed in advance after the Service Commencement Date is determined and will be due no earlier than 22 days after the date the invoice is mailed.

6.3.3 Variable recurring charges and other charges shall be billed as incurred, and will be due no earlier than 22 days after the date the invoice is mailed.

6.3.4 Any amount not received within 22 days after the invoice is mailed will be subject to the Company's standard late charge of 1.5% per month, or, if lower, the legal limit applicable to such charges.

6.3.5 The Customer will be assessed a charge of fifty dollars (\$50.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.

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Section 6 - Rendering and Payment of Bills *(cont'd)*

6.3 Billing and Collection of Charges *(cont'd)*

The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 2 years of receipt of each invoice. In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company, working with the Customer, will make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days. The Company shall be entitled to make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

6.4 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in Cal. P.U.C. Schedule CLC 3-T.

6.5 Previously Unbilled Charges

A bill will not include any previously unbilled charge for intrastate service furnished prior to three months immediately preceding the date of the bill, and five months for collect calls, credit card calls and third party calls. An additional exception for back billing is permitted for a period of one and one-half years in cases involving fraud.