
SECTION 6 - PAYMENT ARRANGEMENTS (Cont.)

2. MCImetro Access Transmission Services LLC shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 25 days after the invoice is mailed.
3. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 25 days after the invoice is mailed.
4. 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 in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
5. Billing of the Customer by MCImetro Access Transmission Services LLC will begin on the Service Commencement Date, which is the first day following the date on which MCImetro Access Transmission Services LLC notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of MCImetro Access Transmission Services LLC or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
6. With respect to Business Customers only, if any portion of the payment is received by MCImetro Access Transmission Services LLC after the date due, or if any portion of the payment is received by MCImetro Access Transmission Services LLC in funds which are not immediately available, then a late payment penalty shall be due to MCImetro Access Transmission Services LLC the late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.5%.

SECTION 6 - PAYMENT ARRANGEMENTS (Cont.)

6.3 Advance Payments - Business Customers

To safeguard its interests, MCImetro may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and the first month's recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between MCImetro and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

6.4 Deposits - Business Customers

1. To safeguard its interests, MCImetro may require a Business Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (a) two month's charges for a service or facility, which has a minimum payment period of one month; or
 - (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
2. A deposit may be required in addition to an advance payment.

SECTION 6 - PAYMENT ARRANGEMENTS (Cont.)

6.4 Deposits - Business Customers (Cont.)

3. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, MCImetro may, at its option, return the deposit or credit it to the Customer's account.
4. Deposits held will accrue simple interest at a rate of six (6) percent per annum.

6.5 Deposits - Residential Customers

1. MCImetro may require a Residential Customer to post a cash deposit or other guarantee as a condition of new service only if the Customer has an unsatisfactory credit or service standing with MCImetro due to any of the following:
 - (a) The Customer has a prior service account which is past due with any utility, which accrued within the last 6 years, and which, at the time of the request for service, remains unpaid and is not in dispute.
 - (b) The Customer misrepresents his or her identity or credit standing at the time of application for new service, thus avoiding disclosure of pertinent credit information.
 - (c) The Customer has, in an unauthorized manner, interfered with the service of MCImetro situated or delivered on or about the customer's premises within the last 6 years, if such finding of unauthorized interference or use is made and determined by the MPSC after notice and opportunity for hearing is provided to the Customer pursuant to its rules, and is not in dispute.
 - (d) The Customer requests service at a residence in which he or she does not reside.

SECTION 6 - PAYMENT ARRANGEMENTS (Cont.)

6.5 Deposits - Residential Customers (Cont.)

- (e) MCImetro has had 2 or more checks for the Customer's account returned from a bank within the past 3 years for insufficient funds or no account, excluding bank error.
- (f) The Customer requests service at a household that was inhabited by the Customer during a period in which all or a part of a prior past due service account was incurred by another household member who still resides at the household, if, at the time of the request for service, the past due account remains unpaid and is not in dispute.

2. MCImetro may require a cash deposit or other guarantee as a condition of continued service only if the Customer has an unsatisfactory credit or service standing with MCImetro due to the following:

The service of the Customer has been discontinued for nonpayment of a delinquent account not in dispute.

3. In no instance will MCImetro require a cash deposit or other guarantee based upon commercial credit standards, income, home ownership, residential location, race, color, creed, sex, age, national origin, relationship to other customers, or any other criteria not authorized by the MPSC. Nonetheless, MCImetro requires that an application for service be executed by a person who is legally competent to do so (e.g., by an adult on behalf of a Customer who is a minor).
4. A cash deposit required as a result of non-payment of a prior outstanding amount not in dispute pursuant to this section shall not exceed \$150.00. In addition,
- (a) If a Customer has a prior unpaid balance that is not disputed, a cash deposit will be required. This deposit shall not exceed the undisputed amount if less than \$150.00. In addition, the Customer must pay the undisputed amount prior to activation of new service if the prior account was in the Customer's name; and

SECTION 6 - PAYMENT ARRANGEMENTS (Cont.)

6.5 Deposits - Residential Customers (Cont.)

- (b) If a Customer has service discontinued due to non-payment, a cash deposit will be required. This deposit shall not exceed the actual or estimated maximum monthly bill at the Customer's premises if less than \$150.00. In addition, the Customer must pay the prior outstanding account as a condition of continued service,
5. Before requiring a deposit as a condition of continued service, MCImetro will offer the Customer the opportunity to enter into a settlement agreement pursuant to the rules of the MPSC.
6. Simple interest at the rate of 9% per annum will be paid upon all deposits and credited to the Customer's account semiannually or paid upon return of the deposit, whichever occurs first.
7. Upon termination of service, the deposit, with accrued interest, will be credited to the final bill and the balance will be returned promptly to the Customer.
8. The deposit and accrued interest will be refunded to the Customer upon satisfactory payment by the Customer of all proper charges for telecommunications services for a period of 9 successive months. For purposes of this paragraph, payment is satisfactory if made prior to the issuance of a notice of discontinuance of service for nonpayment not in dispute,
9. MCImetro may, at its option, accept a written guarantee of a responsible party with a suitable credit record in lieu of a cash deposit. Where a guarantee is accepted, it will be subject to the same limitations as to amount as a deposit and will be released under the same conditions applicable to return of a deposit.

6.6 Discontinuance of Service

1. Upon nonpayment of any amounts owing to MCImetro, MCImetro may, by giving ten days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.

SECTION 6 - PAYMENT ARRANGEMENTS (Cont.)

6.6 Discontinuance of Service (Cont.)

2. Upon violation of any of the other material terms or conditions for furnishing service MCImetro may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by MCImetro to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, MCImetro by notice to the Customer, may discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, MCImetro may immediately require a deposit without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, MCImetro may immediately discontinue service without incurring any liability.
6. Upon MCImetro's discontinuance of service to the Customer under paragraphs 1 or 2 above, MCImetro, in addition to all other remedies that may be available to MCImetro at law or in equity or under any other provision of tire tariff, of MCImetro, may declare all future monthly and other charges which would have been payable by the Customer.
7. Notwithstanding the preceding rules, discontinuance for residential Customers will be in accordance with the "Consumer Standards and Billing Practices Residential Telephone Service - Part 4".

SECTION 6 - PAYMENT ARRANGEMENTS (Cont.)

6.7 Cancellation of Application for Service

1. Applications for service are noncancellable unless MCImetro otherwise agrees. Where MCImetro permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
2. Where, prior to cancellation by the Customer, MCImetro incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs MCImetro incurred, less net salvage, shall apply, but In no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against MCImetro that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
3. Where MCImetro incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before MCImetro receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
4. The special charges described in paragraphs 1 through 3, above, will be calculated and applied on a case-by-case basis.

6.8 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 fee shall be adjusted accordingly.

SECTION 6 - PAYMENT ARRANGEMENTS (Cont.)

6.9 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on MCImetro or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on MCImetro's invoices, and are not included in the tariffed rates.

SECTION 7 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE

- 7.1 Interruptions service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of MCImetro by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 7.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by MCImetro under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 7.3 For calculating, credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the Only those facilities on the interrupted portion of the circuit will receive a credit.

