## LOCAL EXCHANGE SERVICES

## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.10 Payment of Charges

For the purpose of billing, the start of service is the day of acceptance by the Customer of the Carrier's service.

All recurring charges which are determinable in advance, including minimum charge, are billed monthly in advance. Charges based on actual usage during a month will be billed monthly in arrears. Installation and other nonrecurring charges are payable upon demand by Carrier. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.

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 may be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

### 2.11 Late Payment Charge

Customer bills for telephone service are due when they are rendered. A Customer is in default unless payment is made on or before the due date specified on the bill.

If payment is not made within 20 days of the date of the bill, a late payment charge of $1.5 \%$ (unless a lower rate is prescribed by law) per monthly billing period will be applied to all amounts previously billed under the Company's tariff(s).

### 2.12 Disputed Bills

The Customer shall give the Carrier prompt written notice of any disputed charges appearing on an invoice. After receiving notice of a dispute, the Carrier shall take reasonable steps to resolve such disputes. The Customer shall pay all non-disputed charges while resolution of the disputed charges is pending.

In the event that legal action is instituted by Carrier to recover any sums then due and Carrier prevails, Carrier shall be entitled to recover its costs of collection, legal costs, court costs and reasonable attorneys' fees, in addition to whatever other relief the court may award. Any sums then due shall earn interest at the rate of $1.5 \%$ simple interest per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full. The Carrier will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence be submitted within one year of the date of alleged overpayment.

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