

Level 3 Telecom of New York, LP
NY PSC No. 2 - Telephone
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Superseding Revision

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.7 Payment for Service Rendered

2.7.1 Responsibility for All Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Billing for service begins on the date the Company notifies the Customer that service has been installed and tested by the Company and is available for the Customer's use ("Service Date"). Charges for services, including applicable federal, state and local taxes will be billed in advance, except for charges based on usage, which will be billed one month in arrears. Charges are due within thirty (30) days from the date of the bill, but in no event later than the commencement of the next billing period.

When service does not begin on the first day of the month, or end on the last day of the month, the monthly charge, and any allotment of minutes included with applicable services, 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.

Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at <https://customerportal.twtelecom.com> or by telephone at 1-877-453-8353. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

2.7.2 Deposits

The Company reserves the right to require a deposit as a condition to the initial provision of services or as a condition to the continued provision of services. Such deposit will not exceed an amount equal to two months' estimated usage and service charges, or such other amount as may be established by the Commission. If the minimum period of service for the requested facilities and service is more than one month, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

By: General Counsel, Regulatory Policy
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