

## **PAYMENT ARRANGEMENTS**

- A. Establishment of Credit - Each applicant for service may be required to establish credit before service is provided. When the applicant's credit is satisfactory to the Company, no deposit will be required. If an applicant's credit is not satisfactory, an advance payment or deposit will be required.

The Company is not obligated to furnish telephone service to an individual or firm that owes for service (residential or business) previously rendered at the same or different address, until arrangements have been made to liquidate such previous telephone indebtedness to the Company. This section applies to former customers who apply for membership directly, or through some agency or relationship.

### (1) New Applicants

- (a) Applicants for service who have had no previous account with the Company may establish credit by supplying credit references acceptable to the Company. When the credit references are acceptable, no deposit may be required.
- (b) Applicants who are unable to furnish acceptable credit references may be required to make advance payment or deposit.

### (2) Re-Establishment of Credit

- (a) A customer who fails to pay a bill for service may be required to pay said bill and to re-establish credit by making a deposit.
- (b) The Company may require an existing customer to make a deposit or increase a deposit if increased usage warrants such action or if the customer's payment record is unsatisfactory

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's requirements as to the prompt payment of bills on presentation nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company for service rendered. The Company may discontinue service to any customer failing to pay bills without regard to the fact the such customer has made a deposit with the Company to secure payment of such bills or has furnished the Company with the guarantee in writing of such bills.

- B. Deposit - The Company may, in order to safeguard its interests, require an applicant or customer to make a deposit to be held by the Company as a guarantee of the payment of charges. Such deposit will be the equivalent of up to two months estimated charges for the service provided. At such time as the service is terminated, the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded within sixty (60) days after discontinuance. At the option of the Company, such a deposit may be refunded or credited to the customer at any time prior to the termination of service. In no event will the Company retain a customer's deposit longer than two years, providing that in the interim the Company has not been forced to disconnect that customer's service for reasons of delinquency in payment of charges, and that the customer has not been delinquent in payment more than once in any 12 consecutive months. Interest on customer deposits in excess of \$100 for recurring monthly service will be paid at the legal rate; alternatively, if the deposit is placed in an interest bearing account, the Company will pay the interest bearing account.

## PAYMENT ARRANGEMENTS (Cont'd)

### C. Rendition of Bills

- (1) Regular bills will be due within 22 days from the invoice date. An additional 25 days will be granted prior to termination of service by the Company.
- (2) Monthly recurring charges and non-recurring charges are billed to the customer monthly in arrears. When, in its opinion, the Company feels that excessive or unusual use of long distance service is occurring, it may demand immediate payment for such service and/or require the customer to increase existing deposits, post a surety bond, or terminate the service.
- (3) Billing Format Alternatives  
This service allows customers to choose their preferred billing format for the invoices they receive. Descriptions of the alternatives are as follows:
  1. Paper Invoice printed on paper.
  2. Disk Invoice written to computer PC diskette, 5 ¼, or 3 ½, inch.
  3. On-Line Account information, including payment option, is provided on-line through web access.

<u>Alternative</u>	<u>Nonrecurring</u>	<u>Monthly</u>
<u>Billing Formats</u>	<u>Charge</u>	<u>Charge</u>
Paper Only	\$0.00	\$0.00
Disk Only	\$200.00	\$0.00
Paper and Disk	\$200.00	\$0.00
On-Line Web Access	\$0.00	\$0.00

D. Payment for Service - The customer is responsible for payment of all charges for services furnished the customer, including charges for services originated or charges accepted at the customer's station, local, state and federal taxes. This includes payment for Message Telecommunications Service (MTS) call or service.

- Originated at the customer's number(s),
- Accepted at the customer's number(s) (e.g., collect calls),
- Billed to the customer's number via third number billing if the customer is found to be responsible for such calls or service,
- Use of a calling card, or the use of a Company assigned special billing number, and
- Charges incurred at the specific request of the customer.

Payment of bills for telephone service shall be made by mail or to a duly authorized collector of the Company. All Charges are payable in lawful money of the United States only.

Any deposit for re-establishment of service is payable before service is restored.

## **PAYMENT ARRANGEMENTS (Cont'd)**

- E. Disputed Bills - In the event of a dispute involving a customer's bill, the customer's service shall not be disconnected for non-payment of that portion of the bill under dispute pending an investigation by the Company. If the Company determines, following such an investigation, that service has been provided the customer pursuant to Company tariff, and the Company has provided the customer with available substantiating information and the dispute remains unresolved, the Company may then disconnect the service. If the dispute is not resolved to the customer's satisfaction, the Company will notify the customer that a complaint may be filed with the Federal Communication Commission and will provide the customer with the telephone number and address of the Commission. Upon the Commission's request, telephone service will not be suspended or disconnected because of an amount involved in a complaint which is before the Commission.
- F. Returned Checks - When a customer's payment check is returned to the Company by the bank on whose account the check was written, a \$30 charge will be assessed. The Company will attempt to make personal contact with the customer by telephone.
- G. Finance Charge - Monthly bills will include a line item assessing a finance charge of .875% on the delinquent portion of the invoice (excluding any prior finance charge assessments). The finance charge will continue to accrue during the entire period of delinquency, up to a maximum of 10.5% annually.
- H. Late Charge: Each time an account goes from current to delinquent, the first monthly bill of delinquency will include a line item assessing a late fee of \$2.00.
- I. Denial of Service
  - (1) Right to Deny Service - The right to deny service for cause, as contained in this tariff, may be exercised whenever and as often as the cause occurs. Neither delay nor omission on the part of the Company in enforcing this rule at any time will constitute waiver of the Company's right to enforce this rule at another time as long as legitimate cause exists to deny service.
  - (2) Temporary Disconnect - Service which has been denied in accordance with the above rules and regulations will be classified by the Company as a temporary disconnect.

**EFFECTIVE: February 11, 2005**