

BILLING POLICIES

This document is incorporated by reference into the underlying agreement (“Agreement”) that You read, understand, sign and eventually forward to Us. For purposes of this document, “We” or “Us” shall mean Intercom Online, Inc. (referred to as INTERCOM in the Agreement) and “You” shall mean You the client, who is referred to as CLIENT in the Agreement.

Intercom’s Billing Policies and Practices are described below. If anything is unclear, do not hesitate to contact Us so We can clarify the matter for You. We can be reached at 212 480 4076 or billing@intercom.com.

A. INVOICES

1. All invoices reflect the following charges:
 - a. recurring charges for the primary service You are obtaining from Us, such as: DSL circuit fees, colocation rackspace, bandwidth fees, satellite Internet fees, T-1 Internet fees*, webhosting fees, etc.
 - b. recurring charges for ancillary services such as fees for IP addresses, additional email accounts, webmail accounts, etc., and state and federal taxes, if applicable.
 - c. non-recurring charges, if any, such as one time setup fees, installation fees, router fees, technical support fees, technician dispatch fees, overage fees for bandwidth/hosting/etc., etc.
 - d. Federal Universal Service Fees, which are taxes imposed by the FCC for communication and internet services, and any sales taxes that may be applicable when purchasing equipment and/or other items from Us.

**If You are a T-1 customer, You are responsible for paying the local telephone company directly for all Federal Universal Service Fees (FUSF), local loop monthly and installation fee, unless clearly indicated on the Service Order that We will bill You for local loop charges in addition to Internet charges. If You are paying the local telephone company direct for the local loop charges, You are also responsible for directly contacting the local telephone company with regard to any billing disputes, refunds, adjustments, or credits.*
2. Invoices are generally issued on a monthly basis. Your first invoice will be prorated to coincide with the calendar month as well as the following month. Your first invoice will reflect any payments made towards monthly service fees when Your Service Order and Agreement Were submitted to Us. Invoices are billed one month in advance.
3. “Governmental Charges”- Intercom may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental and/or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.
4. The rates for the services as described in the Service Order are guaranteed not to increase for the applicable Initial Service Term specified in the Service Order, however, rates are not guaranteed for Renewed Service Terms.
5. Any changes, upgrades, modifications or additions to the services that You may request of Us may be subject to additional monthly and/or setup fees.
6. Any overusage or overage, beyond the usage contracted for as indicated in the Service Order, will be billed retroactively on the invoice for the subsequent month.
7. For Satellite Customers -- The bandwidth usage as indicated by the bandwidth level on the Service Order assumes a profile of 25% upstream and 75% downstream. Any traffic that is in excess of this is “out-of-profile traffic” as defined in the Service Order, and packets which are “out-of-profile” may be dropped.

B. PAYMENTS

1. Payments are due within 15 (fifteen) calendar days of the invoice date. There is a 15 (fifteen) day grace period which we also allow to assure payments within our office before the end of the month.
2. If You are experiencing an unusual circumstance and need additional time to remit payment, please email us at billing@intercom.com.
3. Payments are accepted by check, direct [ACH] debit, wire transfer, money order and credit card [MasterCard, Visa, Discover and American Express]
4. If You provide Us with credit card information, Your account shall be automatically charged on the due date, and You agree that We may charge any credit cards which We have on file for Your account for any unpaid fees.
5. Your unpaid returned checks shall incur a \$35 additional surcharge.

C. LATE PAYMENTS

1. A penalty of \$25 or an Interest Fee at the higher rate of 1.5% or the maximum amount allowed by applicable law (“Interest Fees”) shall be assessed for late payments for each 30 day period that payment is overdue.
2. Any payments that are overdue by 15 (fifteen) calendar days shall entitle Intercom to immediately suspend, without notice, Your active Service(s) and Your access to equipment, without any liability or penalty to Intercom, regardless of any and all damages this may cause You. Once a payment is overdue by 15 days or more, the account is considered to be delinquent. We may also suspend your Service(s) before Your account is 15 days overdue if We have good reason to believe that You are imminently terminating Services with Intercom.
3. If service is suspended because of Your non-payment or late payment, then there shall be a reconnection fee of \$250.00 which shall be payable, in addition to any penalties and overdue amounts, before service is resumed. Reconnection after full payment is received may take up to 48 hours.
4. All fees and charges will continue to accrue during any periods of suspended service.
5. Under Our discretion, We may suspend or terminate any and all services to You, if you are delinquent in payment of any one service.
6. Intercom may also refuse to provide new services to You if payment is overdue by 15 (fifteen) calendar days until such delinquency is cured.
7. If Your service has been suspended due to non-payment for over 5 (five) business days, Intercom may permanently terminate Your service and, at Intercom’s sole discretion, Intercom may accelerate the monthly recurring fees to cover the remainder of the term of this Agreement.
8. We may withhold technical support to You if payments are overdue.
9. You shall be responsible for all collections and legal costs incurred by Intercom to obtain payment and/or to recover Equipment.

D. DISPUTES & CREDITS

1. Visit Our SLA policy at http://www.intercom.com/site_docs/IntercomSLA.pdf in order to view Our policy on credits based on service outages on Intercom’s network.
2. Any credits due to You will be reflected on the subsequent invoice. Credits shall be applied only to accounts on which payments are not overdue. If Your account is overdue, simply bring Your account up to date, and We will apply the credits due to You to Your next invoice.
3. Billing disputes must be submitted in writing via email, fax or postal mail to Our billing department within 15 (fifteen) calendar days following the date of the invoice along with full payment of the undisputed portion of the invoice and with a sufficiently detailed claim identifying and substantiating the disputed amount (the “Claim”). After receiving Your Claim, Intercom will undertake an investigation of the disputed amount. At the conclusion of the investigation, Intercom will notify You of any amount reasonably determined by Intercom to be correctly

charged and such amount shall become immediately due, subject to Our normal Late Fees. Unless a Claim is submitted in this manner and received by Intercom within 15 (fifteen) days from the date the applicable invoice is issued, You waive all rights to dispute such charges.

E. INCIDENTAL FEES

1. Technical support for problems originating on Intercom's network shall be handled by Intercom and there are no fees associated with such technical support. Intercom's responsibility for network services extends:
 - a. from Your equipment, in the case of managed service, or from the wall jack in the case of non-managed service,
 - b. to the interface between Intercom's network and its peers and transit providers.
2. For problems that do not originate on Intercom's network and other issues, the provisions set forth regarding technical support at http://www.intercom.com/site_docs/Technical_Support.pdf apply.
3. CREDIT CARD DISPUTE FEES – Our policy is to make only authorized charges to Your credit card per this Agreement. If You find any charge to be in error or in any way incorrect, We urge You to contact Us directly about the possible error. We are always ready and willing to work with You to come to reasonable, fair solutions within the parameters of Your contract with Us. In the event a charge is made to Your credit card by Us, and You later dispute the charge, You will be charged a reasonable fee of \$50.00 to cover Our administrative costs of addressing the dispute with Intercom's merchant bank, and this \$50.00 charge is applicable whether or not You succeed in Your dispute.

F. NEW DOCUMENTATION

A new Agreement and Service Order must be executed for any of the following reasons:

1. You move installation address and request services at the new address,
2. Your company is merged into another company or acquired by another company,
3. Your company's name is changed.
4. You are moving out of Your location and another company wishes to take over the DSL, T-1, or Satellite service provided by Us, and you wish to be relieved of your obligations under your contract with Us.