

YOURTEL AMERICA, INC
CARRIER BILLING DISPUTE PROCESS

Definitions:

“Company” - YourTel America, Inc.

“Customer” - Any person, firm, partnership, corporation or other entity that uses the Company’s service other than YourTel America, Inc.’s retail end-user subscribers. . In most contexts, the Customer is an Interexchange Carrier or a wireless carrier utilizing the Company's Switched or Dedicated Access services.

1.0 Disputed Charges

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice date of the bill issued to the Customer. Disputes must be submitted in written form (mail or electronic mail) and include a completed Company Billing Dispute Form (located on the Company’s web site). If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim.
- B. Upon receipt of a Customer billing dispute notification that does not include a Company Billing Dispute Form, the Company will respond in a timely manner and will inform the Customer in writing that the Customer must complete and submit a Billing Dispute Form. The Company will provide either the form or directions to the form’s location with the response.
- C. If the Customer submits an incomplete or incorrect Billing Dispute Form, or provides insufficient information and detail to allow the Company to reasonably determine the nature and details of the dispute, the Company reserves the right to return the Customer’s submission as insufficient. In such a case, the claim will not be recognized as having been submitted for the purpose of the sixty (60) day submission timeframe until it has been resubmitted to the Company’s reasonable satisfaction (i.e., a correct and complete form has been submitted, along with sufficient detail regarding the dispute as to allow the company to reasonably determine the nature and details of the dispute).
- D. Upon receipt of a completed Billing Dispute Form, the Company will assign a tracking number to the dispute, thus acknowledging the receipt of the dispute, and convey the tracking number to the Customer.
- E. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall become immediately due and payable, and subject to the late payment penalty as set forth in 2.10.5.

- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive a credit from the Company on the next month's invoice for the disputed amount.

1.1 Late Payment Fees

A late payment charge of 1.575% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount not in dispute and for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late factor will be applied to the number of days from which the date when the payment was due until the date the Company received payment.

1.2 Returned Check Charge

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

1.3 Billing Dispute Arbitration

- A. If the Customer and the Company are unable to resolve the billing dispute to their mutual satisfaction, the following procedure will be applied.
- B. Either Party may initiate arbitration with respect to the dispute by filing a written demand for arbitration pursuant to the Commercial Arbitration Rules of the AAA at any time after the thirtieth (30th) calendar day following the date the aforementioned mediation proceeding is terminated.
- C. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in Kansas City, Missouri, or another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all dispute(s).
- D. Each Party shall bear all its own (and their advisors') costs and fees incurred initiating, preparing, and presenting its case with respect to the arbitration. If the dispute is found in favor of the Company, the cost of the costs and fees incurred

initiating, preparing, and presenting the case incurred by the Company shall be paid by the Customer. Neither Party shall terminate or suspend the provision of any service or other performance under this Agreement during the pendency of any dispute resolution, mediation or arbitration undertaken pursuant to this Section 2.10.7.