



HAWAII DIALOGIX TELECOM

BILLING & CANCELLATION POLICY

All customers of **HAWAII DIRECT TELEPHONE COMPANY, LLC** dba **HAWAII DIALOGIX TELECOM (HDT)** are subject to this billing and cancellation policy (this “Policy”). Use by a customer of HDT services or network constitutes acceptance by such customer of the terms of this Policy

BILLING INFORMATION

All customers are required to provide HDT with accurate and complete billing information, including legal name, physical address, e-mail address, telephone number, and, if applicable, automatic payment information (i.e., credit card or ACH). All customers are responsible for reporting to HDT any changes in such billing information within 30 days of such change.

Invoices for services are e-mailed, faxed, or mailed on or around the 15th of each month in advance of upcoming monthly services. Customers shall be invoiced and charged monthly for standard service charges plus any additional usage or service charges, including, without limitation, toll-free usage and national dial-up service charges. All Customers are responsible for monthly payment of invoices regardless of whether such invoices were actually received. For customers participating in the automatic payment plan, all customer are responsible for being aware of the amount that shall be automatically charged from such customer’s account each month. For customer paying by check, payment are due within 20 days after the date that invoice is e-mailed, faxed, or mailed by HDT to the customer.

All charges invoiced to a customer shall be deemed to be valid and undisputed unless the customer disputes such charges in writing within 60 days after the invoice is e-mailed, faxed, or mailed HDT to the customer. Each customer is responsible for payment for all services provided to such customer by HDT at HDT’s standard charges (unless otherwise set forth in the customer’s service agreement with HDT) and pursuant to HDT’s standard billing practices, regardless of whether the provided service is specifically set forth in the customer’s service agreement with HDT.

With respect to customer that are provided “usage based” bandwidth services, burstable co-location services, burstable hosting services, and/or burstable frame relay services, such services shall be billed monthly by HDT at the 95th percentile level of customer’s usage for such month in accordance with HDT’s standard methodology, which may change from time to time.





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CANCELLATION INFORMATION

A customer may terminate its account with HDT only in accordance with its applicable service agreement. To provide written notification to HDT of its intent to terminate in accordance with its service agreement, a customer must provide such notice via one of the following procedures:

-via e-mail to customerservice@hawaiidt.com

-via facsimile to 808.440.8710; Attention Customer Service/Cancellations

-via U.S. Postal Service to HDT; Attention Customer Service/Cancellations; 3375 Koapaka St C320 Honolulu, HI 96819

Written notification of termination must include login name, customer name, address, and telephone number, and the effective date of termination of the account. For month-to-month Customers the effective date of termination must be the last day of the billing cycle. For all other accounts, the effective date of termination and receipt by HDT of written notification of termination must be in accordance with the terms of the applicable service agreement.

Accounts that are not terminated in accordance with the above procedures shall remain active and shall continue to incur monthly service charges until properly terminated.

REFUND INFORMATION

Customers are billed in advance of service. All service modifications will be pro-rated to the date of official notice. A refund will be issued to any Customer who has pre-paid for a service that has been modified (to a lesser amount) or canceled.

Full Refunds on equipment purchases will be provided if and only if said equipment remains sealed in its original packaging.

