

GENERAL PROVISIONS (Cont.)

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SECTION 3 - APPLICATION FOR SERVICE

3.1 Application for Service

- 3.1.1 The Company may require the signature of each service application form provided by the Company giving the necessary information to establish service in accordance with the rates, charges, rules and regulations in force.
- 3.1.2 The application is non-transferable.

3.2 Deposit

- 3.2.1 The Company may require a deposit with the filing of each application, whose amount is established in the rate schedule corresponding to the requested service. The deposit shall be non-transferable and it shall accrue the interest as determined in General Provisions, Section 12, Deposits.

3.3 Rendering of Service

- 3.3.1 After service has been duly applied for, the Company shall endeavor to render it within a reasonable period of time. In the event that the Company lacks the facilities or for other reasons deems the rendering of service impossible, it shall keep the application and the applicant may request that the deposit be refunded to him. The application is a mere request for service and in itself does not bind the Company, except under reasonable conditions, neither does it bind the applicant to accept the service. The application may be cancelled by the applicant or the Company in the following cases:

3.3.2 Cancelled by Applicant

- (A) If cancellation is requested by applicant before the Company has begun work of installation, the application will be cancelled by the Company and no charge will be made against the applicant except as specifically covered by written contract or as provided for in these regulations.
- (B) If cancellation is requested by applicant subsequent to the time work has begun on installation, the application will be cancelled by the Company and the Company will collect the service connection charge applicable to the instruments actually installed at the time of requested cancellation, or such other amounts as may be specifically provided for by contract previously made or as provided for in these regulations.
- (C) If cancellation is requested by the applicant subsequent to the time instruments are installed on applicant's premises and connected for service, the conditions of the above paragraph (B) and the minimum requirements of the rate and/or as provided by contract previously made will be applicable.

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GENERAL PROVISIONS (Cont.)

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SECTION 3 - APPLICATION FOR SERVICE (Cont.)

3.3 Rendering of Service (Cont.)

3.3.2 Cancelled by Applicant (Cont.)

- (D) If an equipment and/or service subject to a minimum service period is disconnected in its entirety or in a substantial part, prior to the expiration of the minimum service period, a termination charge will apply at the time of disconnection. Except as otherwise stated in these Regulations or by a written contract, the termination charge will be 60% of the total basic rent applicable to the equipment or service according to the rates in force at the time of disconnection, for the remaining part of the minimum service period in effect since the time of application of service or written contract. If there is no evidence of the service application date or of the written contract, the minimum service period in force at the date of the first billing for said equipment or service will be applied. In all cases, the minimum service period begins on the date of the first billing for said equipment or service as determined from the Company's records.

- (E) In cases of emergency or when equipment or service subject to a minimum service period is required for a temporary period of time and previously specified by the customer, the Company at its option and according to the availability of facilities and equipment could, by means of a written contract, provide the service required for a shorter period than the minimum service period as established in these Regulations, being the customer responsible for all costs of installation, removal and rearrangement of equipment and facilities used, the monthly rent applicable according to rates in force and any other additional operation cost incurred by the Company for the provision of service.

- (F) In the event that equipment or facilities specifically designed for the customer are required to carry out an application, the Company, at its option and by mutual consent, may require from the customer that the dates for the installation and provision of service be settled. If for any reason imputable to the customer it would not be possible for the Company to begin the installation or the provision of service on the dates previously stipulated in the written contract, the customer shall pay the Company for all storage costs of the equipment ordered as well as for the interest on the capital invested by the Company on said equipment or facilities at a rate of 1.0% monthly interest on the investment, from the time that elapses since the dates agreed on for the beginning of the installation and/or the provision of service until the date the installation commences and/or the equipment is placed in service and the monthly billing for the rent applicable to the equipment begins.

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GENERAL PROVISIONS (Cont.)

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SECTION 3 - APPLICATION FOR SERVICE (Cont.)

3.3 Rendering of Service (Cont.)

3.3.3 Cancelled by Company

- (A) If applicant refuses to comply with the Company's Regulations prior to the establishment of service, the Company may cancel the application, in which case any amounts collected from the applicant will be refunded.
- (B) If it is found that the applicant is in debt to the Company through non-payment of a bill for services previously furnished, the Company may refuse to connect the new service until the outstanding amount has been paid.

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