

## EXECULINK TELECOM

### Substantive Changes to Terms of Service:

#### 1) Definitions Amendments

New Version 13 –

Definitions removed:

- **Grace Period**
- **Past Due**

Definitions added:

- **Disconnection**  
The termination of service(s)
- **Due Date**  
The date on which the invoice is created.
- **Payment Date**  
The date indicated on the invoice. The customer agrees to pay the full amount prior to this date.
- **Suspension**  
A temporary halt in service(s). The customer's account and contract remain in effect during service suspension.

#### 2) Section 11 Amendments

##### **Terms of Service, Version 12 (effective until January 31, 2021):**

11.2 - All invoices from Execulink are payable when created. A one (1) Month Grace Period is extended to invoices before the amount will be considered Past Due. The Grace Period may be altered in a separate customer agreement, contract, subscription or addendum.

11.4 - The Customer agrees to pay all amounts prior to the Past Due Date indicated on the Customer's invoice by using any of the payment methods accepted by Execulink.

11.20 - Amounts owing that are Past Due are subject to a compounding late payment interest charge calculated on the outstanding amount of 2% Monthly (26.82% Annually) until paid in full.

11.22 - Past Due accounts are subject to termination or suspension of the Services by Execulink as specified in the Execulink-Initiated Termination or Suspension section of these Terms of Service. Payment of the full amount due will be required before the Services may be restored; however, Execulink is not under any obligation to restore the Services to any person who continues to fail to make timely payment of the amounts due or abuses the Acceptable Use Policy applicable to the Services.

11.28 - Refunds will not be issued unless requested by the Customer. An administrative charge for refund requests of \$25.00 will be assessed unless there is a credit resulting from an Execulink error.

**Terms of Service, Version 13 (effective as of February 1, 2021):**

11.2 - All invoices from Execulink are due on the date created, the Due Date

11.4 - The Customer agrees to pay all amounts prior to the Payment Date indicated on the invoice by using any of the payment methods accepted by Execulink.

11.20 - Amounts owing beyond the Payment Date are subject to a compounding late payment interest charge calculated on the outstanding amount of 2% Monthly (26.82% Annually) until paid in full

11.22 - Accounts with amounts owing beyond the Payment Date are subject to Suspension. Payment of the full amount due will be required before the Services may be restored; however, Execulink is not under any obligation to restore the Services to any person who continues to fail to make timely payment of the amounts due or abuses the Acceptable Use Policy applicable to the Services.

11.28 - Refunds will not be issued unless requested by the Customer.