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SD-1.5.3 Billing Disputes

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In the event that a billing dispute occurs concerning any charges billed to the Customer by AT&T, the following conditions will apply.

A good faith dispute requires the Customer to provide a written claim to AT&T. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the Customer's bill. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, with the dispute date being the date on which the Customer furnishes AT&T all of the aforementioned information to permit AT&T to investigate the merits of the dispute.

The date of resolution shall be the date on which AT&T completes its investigation and credits the disputed amount to the Customer's bill, if the dispute is resolved in the Customer's favor.

If the dispute is decided to be in favor of AT&T, then the resolution date will be the date upon which a written decision on the dispute is sent to the Customer.

If the dispute is resolved in favor of AT&T and the Customer has paid the disputed amount on or before the payment due date, no credits or late payment charges will apply to the disputed amount.

If the dispute is resolved in favor of AT&T and the Customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall have a late payment charge determined and applied at interest rates as set forth in the Late Payment Charge Table above.

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no credits or late payment charges will apply to the disputed amount and the Customer will receive a credit equal to the overcharged amount.

If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from AT&T. The interest credit shall be calculated based upon the portion of the disputed amount resolved in the Customer's favor multiplied by the interest rate shown in the Interest Credit Table below:

Interest Credit Table	
State	Interest Credit
AL, AR, FL, GA, KS, KY, LA, MO, MS, NC, NV, OK, SC, TN, TX	Simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually.
IL, IN, MI, OH, WI	.000493 per day (annual rate of 18.0%) applied on a simple interest basis.
CA	1.5% per month or portion thereof.

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SD-1.5.4 FUSF and Other Charges, Taxes and Fees

A FUSF percentage surcharge factor is assessed monthly on billed recurring interstate charges of end user services. For applicable FUSF Charges, see <https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>.

Rates and charges set forth in this Service Guide are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of services provided by AT&T, except to the extent Customer provides a valid exemption certificate prior to the delivery of services.

SD-2 Service Availability

AT&T Switched Ethernet Service provides transport service where suitable equipment and facilities are available in selected geographic areas within the operating territories of AT&T. Where facilities are not available, facilities may be constructed subject to terms as set forth in Section SD-4.11. Special Construction charges may apply.

SD-3 Provisioning and Service Arrangements

AT&T Switched Ethernet Service will be provisioned using the service components described below.

AT&T Switched Ethernet Service is available in two serving arrangements and two types of Customer Port Connections - the Basic Service Arrangement and Basic Ports described in Section SD-3.1 and the Per Packet Class of Service (PPCoS) Arrangement and PPCoS Ports described in Section SD-3.2. Unless specifically stated otherwise, all references to Customer Port Connections or ports in Sections SD-3.1 and SD-3.2 shall be deemed to refer to Basic Ports and PPCoS Ports, respectively, and all references to Customer Port Connections or ports in other sections of this Service Guide shall be deemed to refer to both Basic Ports and PPCoS Ports.

SD-3.1 Basic Service Arrangement

This type of service provides transport of data using a fixed class of service for each Ethernet Virtual Connection.

SD-3.1.1 Basic Customer Port Connection (Basic port)

This component provides the physical transport facilities from the Customer's premises to an Ethernet switch at an AT&T central office. The Customer Port Connection is available at transmission speeds of 100 Mbps, 1 Gbps and 10 Gbps.

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