

TOLY DIGITAL NETWORKS, INC
PSC NO: 1 TELEPHONE
EFFECTIVE DATE: August 21, 2012

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Superceding Rev.

SECTION 6 – RESPONSIBILITY OF THE COMPANY (CONT'D.)

6. Responsibility of the Company (Cont'd.)

6.2 Customer Deposits, (Cont'd.)

D. At such time as the provision of service to the Customer is terminated, the amount of the deposit will be credited to the Customer account and any credit balance which may remain will be refunded.

E. Such a deposit will be refunded or credited to the account when the Customer has established credit to the satisfaction of the Company.

F. Interest on deposits is set at the late payment fee referenced in this tariff.

6.3 Billing Disputes

A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, all undisputed amounts must be paid in order to avoid termination of service. All disputed amounts must be paid to an independent third party escrow agent identified by the Company while resolution of the dispute occurs, in order to avoid termination of service.

B. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer.

C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

ISSUED BY:

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