

CROSS RIVER FIBER LLC
P.S.C. No. 1 TELECOMMUNICATIONS
Effective Date: 10/29/2015

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- 12.1 All disputes or requests for billing adjustments must be submitted in writing with reasonable detail to Cross River Fiber LLC within sixty (60) days after the usage period for the applicable Service(s), or be deemed waived. If waived, Customer agrees to pay the disputed charges along with any late payment charges that may have accrued. Cross River Fiber LLC agrees to use reasonable best efforts to resolve the dispute within thirty (30) days of receipt of proper documentation, which at a minimum shall contain a detailed explanation as to the dispute or request for billing adjustment. Any amounts that are determined to be in error or not in compliance with this Tariff will be adjusted on the next month's invoice. Any disputed amounts that reasonably, in good faith and supported by reasonable documentation, are deemed to be correct as billed and in compliance with this Tariff, will be due and payable (if not previously paid), upon notification and demand by Cross River Fiber LLC, along with late payment charges pursuant to Section 11.0(d). Disputes will not be cause for Customer to delay payment of any undisputed balance.
- 12.2 The rates and charges set forth in this Tariff do not include any federal, state or local sales, use, value-added, or utility taxes, or third-party surcharges, however designated, which may be levied on the Service(s) provided hereunder. Any applicable federal, state, or local taxes, and all use, sales, value-added, commercial, gross receipts, privilege or other similar taxes or license fees, or third-party charges, whether charged to or against Cross River Fiber LLC or Customer, with respect to the Service(s) provided (except taxes on Cross River Fiber LLC's income or gains), as well as any other imposition by any governmental authority that has the effect of increasing the cost of providing the Service(s), will be payable by Customer in addition to the other charges set forth in this Tariff.
- 12.3 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.