

ORIGINAL

NEW APPLICATION

GSA

Compliance · Tax · Regulatory



0000154128

November 11, 2014

Arizona Corporation Commission
Docket Control
1200 W. Washington Street
Phoenix Arizona 85007-2927

Re: Application Certificate of Convenience & Necessity T-20849A-14-0386

To Whom It May Concern:

Toly Digital Networks, Inc. submits the enclosed application as an IXC reseller.

The application also includes redacted financial information. If you have any questions or need any additional information required to proceed with the application, please contact me.

Respectfully yours,

Samantha Maqueo
Regulatory Affairs
GSAssociates, LLC
678-786-4200

Arizona Corporation Commission

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AZ CORP COMMISSION
DOCKET CONTROL
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**APPLICATION
CERTIFICATE OF CONVENIENCE & NECESSITY**

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone ("COPT") telecommunications services in Arizona, provide the Arizona Corporation Commission ("Commission") with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity ("CC&N") will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated May 24, 2010. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not completely answer the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services

Mail original plus 13 copies of completed application to: For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: _____
Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____
Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Mark Suto, 1005 W Indiantown Rd., Ste. 201, Jupiter, FL 33458 (561)694-8655
mark.suto@tolydigital.net
www.tolydigital.com

<p>(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):</p>	<p>(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact: Mark Suto, 1005 W Indianatown Rd., Ste. 201, Jupiter, FL 33458 (561)694-8655 mark.suto@tolydigital.com</p>
<p>(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant: Douglas Hoff, 6250 Shiloh Rd. Ste. 240, Alpharetta, GA 30005 (P) 866-766-3591 Ext. 125; (F) 866-611-5443 doug@gsaudits.com</p>	<p>(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complainant Contact Person: Mark Suto, 1005 W Indianatown Rd., Ste. 201, Jupiter, FL 33458 (561)694-8655 mark.suto@tolydigital.com</p>
<p>(A-7) What type of legal entity is the Applicant? Mark the appropriate box(es) and category.</p> <p><input type="checkbox"/> Sole proprietorship</p> <p><input type="checkbox"/> Partnership: <input type="checkbox"/> Limited, <input type="checkbox"/> General, <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign</p> <p><input type="checkbox"/> Limited Liability Company: <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign</p> <p><input checked="" type="checkbox"/> Corporation: <input type="checkbox"/> "S", <input checked="" type="checkbox"/> "C", <input type="checkbox"/> Non-profit</p> <p><input type="checkbox"/> Other, specify: _____</p>	<p>(A-8) Please include "Attachment A": Attachment "A" must include the following information:</p> <ol style="list-style-type: none"> 1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona. 2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify). 3. Indicate percentages of ownership of each person listed in A-8.2.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

(A-10) Indicate the geographic market to be served:

- Statewide. (Applicant adopts statewide map of Arizona provided with this application).
- Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

- Yes No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

May 24, 2010

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

Toly Digital Networks sells wholesale to CLECs and ILECs and does not sell services to end users

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

Approved: CO, CT, KY, LA, MO, NC, ND, NE, NY, OR, PA, SD, TN, TX, UT, VIT, WI, WY

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

CO, CT, FL, IN, KY, LA, MI, MO, NY, OR, PA, TN, TX, UT, VT, NC, ND, SD, WY, WI

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

N/A

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
- Decision # 64178 Resold LEC
- Decision # 64178 Facilities Based Long Distance
- Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

N/A

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit. $\$15,000.00$
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification. *zero*
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list. *N/A zero*
4. If the projected value of all assets is zero, please specifically state this in your response. *NA zero*
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts. *N/A*

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,
 Yes No *see attached letter (see C-1)*
 If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N: *Applicant is reseller of facilities*
 Yes No *N/A*
 If "Yes," provide the following information:
 1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
 2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.
 If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:
 Yes No *NA*

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:
 Yes No *NA*

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):
 Yes No *N/A*

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a

Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

M SUTO

(Signature of Authorized Representative)

8/22/14

(Date)

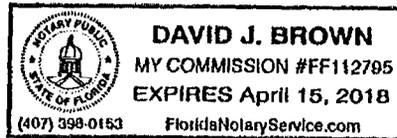
MARK SUTO

(Print Name of Authorized Representative)

VP

(Title)

SUBSCRIBED AND SWORN to before me this 22nd day of August, 2014



DJB

NOTARY PUBLIC

My Commission Expires 4/15/2018

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

Approved: CO, CT, KY, LA, MO, NC, ND, NE, NY, OR, PA, SD, TN, TX, UT, VT, WI, WY

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

CO, CT, FL, IN, KY, LA, MI, MO, NY, OR, PA, TN, TX, UT, VT, NC, ND, SD, WY, WI

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

N/A

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
- Decision # 64178 Resold LEC
- Decision # 64178 Facilities Based Long Distance
- Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Attachment A – Good Standing, List of Officers, Percentages

Toly Digital Networks, Inc.'s "Attachment A"

Officers:

President: Aaron Suto
Vice-President: Mark W. Suto
Vice-President: Mark E. Suto
Treasurer: Mark W. Suto
Secretary: Nancy Suto

Directors:

Aaron Suto
Mark W. Suto
Mark E. Suto
Nancy Suto

Percentage Ownership:

Aaron Suto: 51%
Mark E. Suto: 20%
Nancy Suto: 20%
Mark W Suto: 8%
Minority Shareholder: 1%

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****TOLY DIGITAL NETWORKS, INC.*****

a foreign corporation organized under the laws of Florida did obtain authority to transact business in the State of Arizona on the 2nd day of May 2012.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 9th Day of January, 2014, A. D.




Jodi A. Jerich, Executive Director

By: _____ 1007370

Attachment B- Tariff

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Toly Digital Networks, Inc. with principal offices at 1005 W. Indiantown Road #201 Jupiter, FL 33458. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUE DATE: November 12, 2014

EFFECTIVE DATE:

**Issued By: Mark Suto
1005 W Indiantown Road #201
Jupiter, FL 33458**

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers – Underlying Carriers – Applicant is IXC Reseller

Verizon Global Wholesale
6929 N Lakewood Ave
Tulsa, OK 74117

Level 3 Communications
1000 Main Place Tower
Buffalo, NY 14202

Global Crossing Communications
225 Kenneth Drive
Rochester, NY 14623

Sprint
6360 Sprint Pkwy
Overland Park, KS 66251

Centurylink/Qwest
1801 California ST, 9th FL
Denver, CO 80202

ISSUE DATE: November 12, 2014

EFFECTIVE DATE:

Issued By: Mark Suto
1005 W Indiantown Road #201
Jupiter, FL 33458

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	19	Original
2	Original	20	Original
3	Original	21	Original
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		

* New or Revised Sheet

ISSUE DATE: November 12, 2014

EFFECTIVE DATE:

Issued By: Mark Suto
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Jupiter, FL 33458

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ISSUE DATE: November 12, 2014

EFFECTIVE DATE:

Issued By: Mark Suto
1005 W. Indiantown Road Ste. 201
Jupiter, FL 33458

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

ISSUE DATE: November 12, 2014**EFFECTIVE DATE:**

**Issued By: Mark Suto
1005 W. Indiantown Road Ste. 201
Jupiter, FL 33458**

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

ISSUE DATE: November 12, 2014

EFFECTIVE DATE:

Issued By: Mark Suto
1005 W. Indiantown Road Ste. 201
Jupiter, FL 33458

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Arizona Corporation Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company Name - Used throughout this tariff to mean (Company Name and State of Incorporation)

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

ISSUE DATE: November 12, 2014

EFFECTIVE DATE:

Issued By: Mark Suto
1005 W. Indiantown Road Ste. 201
Jupiter, FL 33458

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Arizona. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

ISSUE DATE: November 12, 2014**EFFECTIVE DATE:**

**Issued By: Mark Suto
1005 W. Indiantown Road Ste. 201
Jupiter, FL 33458**

2.2 Use of Services

- 2.2.1 The Company services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 The Customer shall provide to the Company any information that is reasonable necessary to enable the Company to fulfill its obligations under this tariff and any contract arrangement the two parties may enter into.
- 2.4.4 Where a Customer discontinues its provision of service to its end users, for any reason, except for customer specific credit or payment problems, the Customer must send advance written notice of such discontinuance to the Company. Such notice must include a verification that the Customer has notified its end users of the discontinuance, and must state the date on which such end user notice it as mailed. If the Customer fails to provide notice, the Company will provide continuous service to the discontinued customers followed by a notice that end user's carrier is no longer providing service ant that the end user needs to make other arrangements for local service. If the end user fails to make other arrangements, the Company may continue to service the end use at the Company's retail rates and not under this tariff. The Customer must provide the Company with any information necessary to enable the Company to assume the end user accounts.
- 2.4.5 To the extent reasonably necessary for the planning of the Company's facilities and operations, the Customer shall provide, on request, forecasts of the approximate number of units of telephone exchange service and other services that the Customer expects to require in particular geographic areas. Such forecasts shall be considered confidential by the Company.
- 2.4.6 The Customer is responsible for prompt payment of bills for wholesale service. The Company may bill advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage unless such charges are billed on a forecasted basis to be trued-up at an agreed upon cycle with the Customer.

- 2.4.7 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company services, or
 - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments; therefore, the Company does not have a Prepayment Policy.

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

2.11 Billing Terms and Procedures

- 2.11.1 The billing date shall be printed on the bill and the date rendered shall be the mailing date.
- 2.11.2 Bills for telephone services may be considered delinquent 15 days after the date the bill is rendered.
- 2.11.3 Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered.
- 2.11.4 All payments shall be made at or mailed to the office of the Company or to the utility's duly authorized representative.

2.12 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.13 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.14 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.15 Returned Check Charge

A fee of \$25 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Timing begins when the called station is answered and two way communications is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1005 W. Indiantown Road #201
Jupiter, FL 33458
561-694-8655

Customers may also file complaints with Arizona Corporation Commission's Consumer Services, Utilities Division. Customers may file a complaint online by going to <http://www.azcc.gov/divisions/utilities/consumerservices.asp>

Customers may contact the Commission writing or by phone at:

Arizona Corporation Commission
Consumer Services, Utilities Division
1200 W. Washington Street
Phoenix, Arizona 85007
Phoenix Office: (602) 452-4251 or (800) 222-7000
Tucson Office: (520) 628-6550 or (800) 535-0148

ISSUE DATE: November 12, 2014

EFFECTIVE DATE:

Issued By: Mark Suto
1005 W. Indiantown Road Ste. 201
Jupiter, FL 33458

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than One Dollar of undisputed delinquent the Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 Wholesale Services, Rates and Charges

Wholesale services will be made available to eligible customers at rates to be determined on an Individual Case Basis (ICB) based on the customer specific traffic and termination patterns as well as Originating Company Number (OCN).

3.5.2 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.3 Reserved For Future Use

3.5.4 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.5 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

SECTION 4 - RATES

4.1 1+ Dialing

\$0.07 per minute. Billed in one minute increments.
A \$5.00 per month installation fee applies
Monthly recurring charge \$10.00

4.2 Toll Free Service

Installation fee: None
Monthly recurring charge: \$20.00

4.3 Prepaid Travel Cards

Monthly recurring charge: \$5.00
A surcharge of \$.035 will apply per call

4.4 Directory Assistance

\$0.65 per call

4.5 Returned Check Charge

\$20.00

4.6 Prepaid Calling Cards

Prepaid calling cards are available for Five Dollars (\$5.00), Ten Dollars (\$10.00), Twenty-Five Dollars (\$25.00) and Fifty Dollars (\$50.00) unit denominations. There are no surcharges for this Service. Billing increments for the initial and additional minutes are one minute. Prepaid Calling Cards may be recharged in One Dollar (\$1.00) increments (minimum Five Dollars (5.00)). Prices are inclusive of taxes and apply twenty-four (24) hours per day, seven (7) days per week.

4.7 Universal Service Fund Assessment & Arizona Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge and a separate Arizona Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

4.9 Carrier Cost Recovery Charge

In order to recover costs the Company incurs with regard to TeleRay service, National Number Portability and Federal Regulatory fees, a \$.99 monthly surcharge will be assessed per account per month. This surcharge will appear as a separate line item on your invoice.

ISSUE DATE: November 12, 2014**EFFECTIVE DATE:**

**Issued By: Mark Suto
1005 W. Indiantown Road Ste. 201
Jupiter, FL 33458**

SECTION 5 - MINIMUM/MAXIMUM RATES

5.1 1 + Dialing

\$0.005 per minute Minimum
\$0.35 per minute Maximum

5.2 Reserved For Future Use

5.3 Reserved For Future Use

5.4 Directory Assistance

\$0.50 Minimum
\$1.50 Maximum

5.5 Reserved For Future Use

Attachment C- Requirement for Proof of Publication



August 25, 2014

RE: Arizona Application Certificate of Convenience & Necessity –C-1 Requirement for Proof of Publication not Met

To Whom It May Concern:

Resale agreements are entered into by companies that intend to resell the services of incumbent providers of telecommunications service. Resale agreements (for retail and wholesale providers) are filed by the parties to the agreement with the Commission for its approval. Docket Control assigns a Docket Number to the filing when it is submitted and the Application is given either a Decision No. or an Administrative Closure No. at the conclusion of the proceeding on the matter.

Proof of publication required for an IXC reseller only if the services is resells are provided by an incumbent providers of telecommunications service.

Client does not resell any of the below carriers services. The below are deemed incumbent and if client resold their services, a proof of publication would be required.

Accipiter Communications, Inc.
Arizona Telephone Company
Copper Valley Telephone, Inc.
Frontier Citizens Utilities Rural
Frontier Communications of the Southwest, Inc. Frontier Communications of the White Mountains, Inc. Navajo Communications Company, Inc.
Qwest Corporation
Rio Virgin Telephone Company
South Central Utah Telephone Association, Inc. Southwestern Telephone Company
Table Top Telephone Company, Inc.
Valley Telephone Cooperative, Inc.
IntelePeer, Inc.
Mercury Voice and Data, LLC Peerless Network of Arizona, LLC Qwest Corporation
Rio Virgin Telephone Company Table Top Telephone Company, Inc.

Respectfully yours,

Samantha Maqueo
Toly Digital Networks, Inc. (Attorney In Fact)
c/o GSA LLC.
678-786-4200

Attachment D- Company Considers this Proprietary Information

Toly Digital Networks Inc Balance Sheet

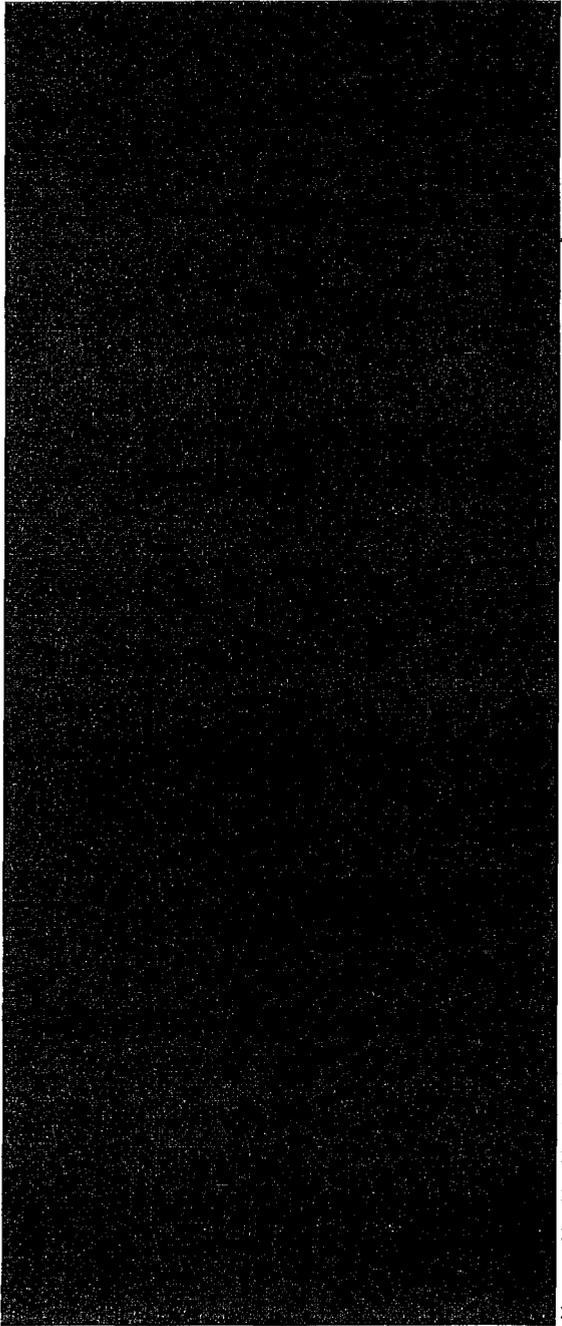
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Toly Digital Networks Inc
Balance Sheet
As of December 31, 2012

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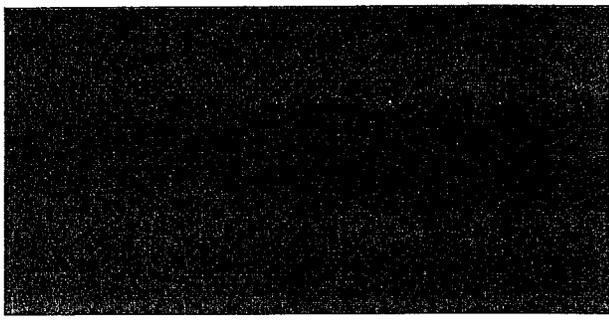
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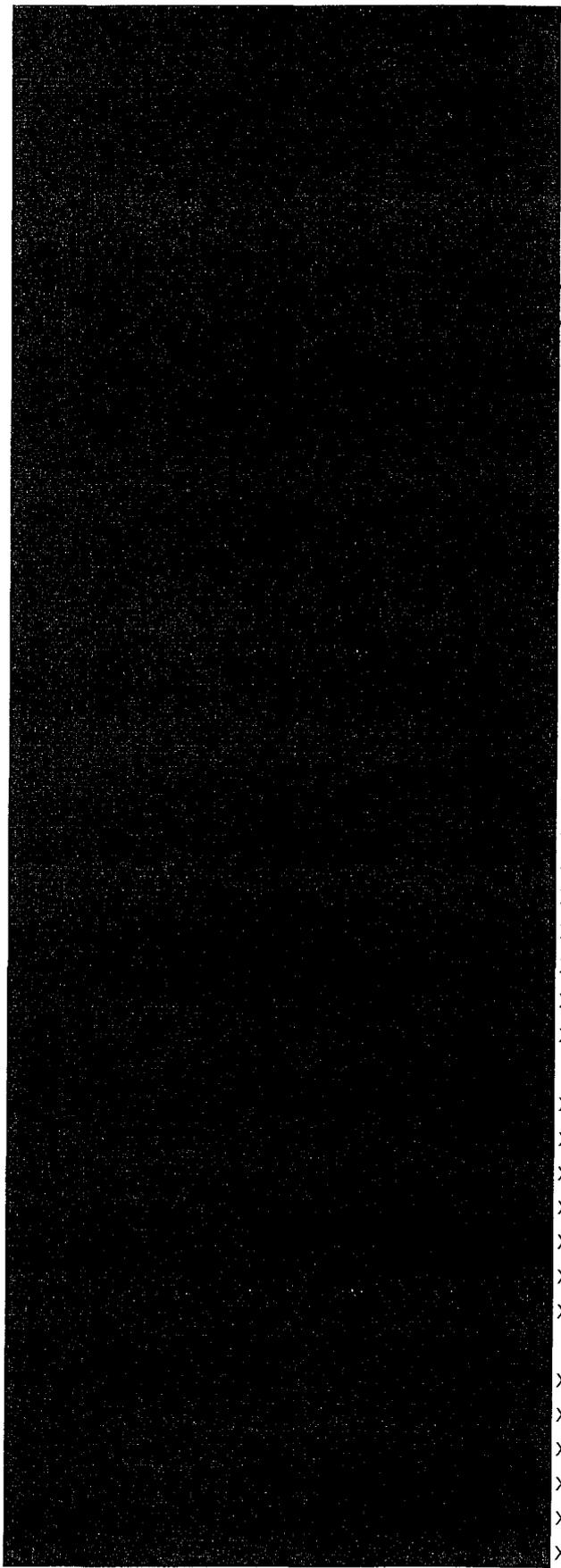
Toly Digital Networks Inc Profit & Loss

REDACTED January through December 2012

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Toly Digital Networks Inc Profit & Loss

Redacted January through December 2013



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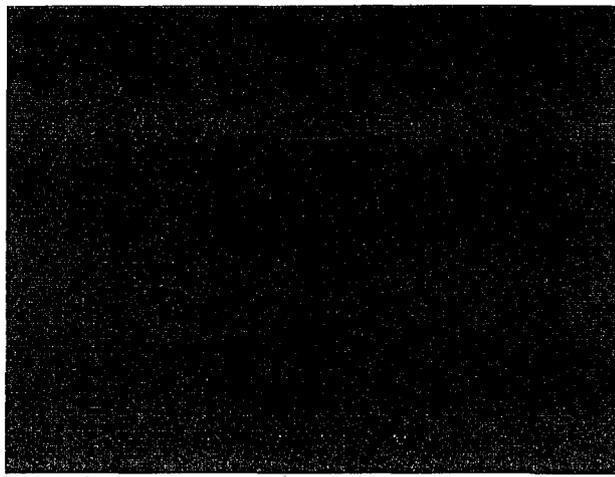
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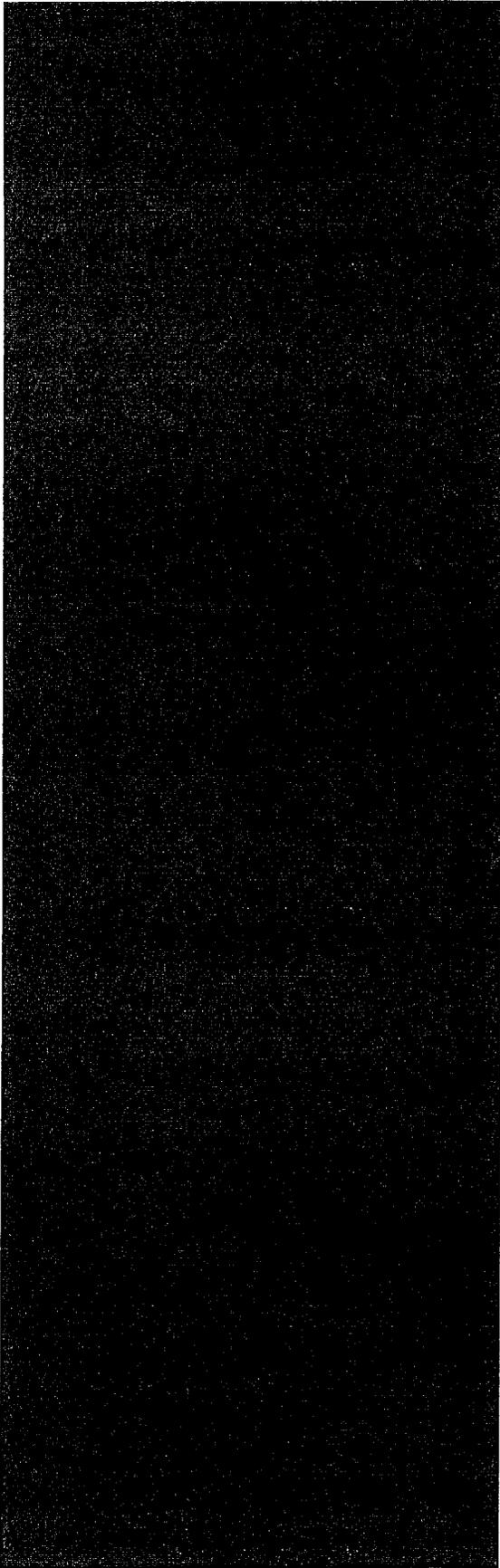
Toly Digital Networks Inc
Profit & Loss

Redacted January through December 2013

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Toly Digital Networks Inc
Balance Sheet
As of May 31, 2014

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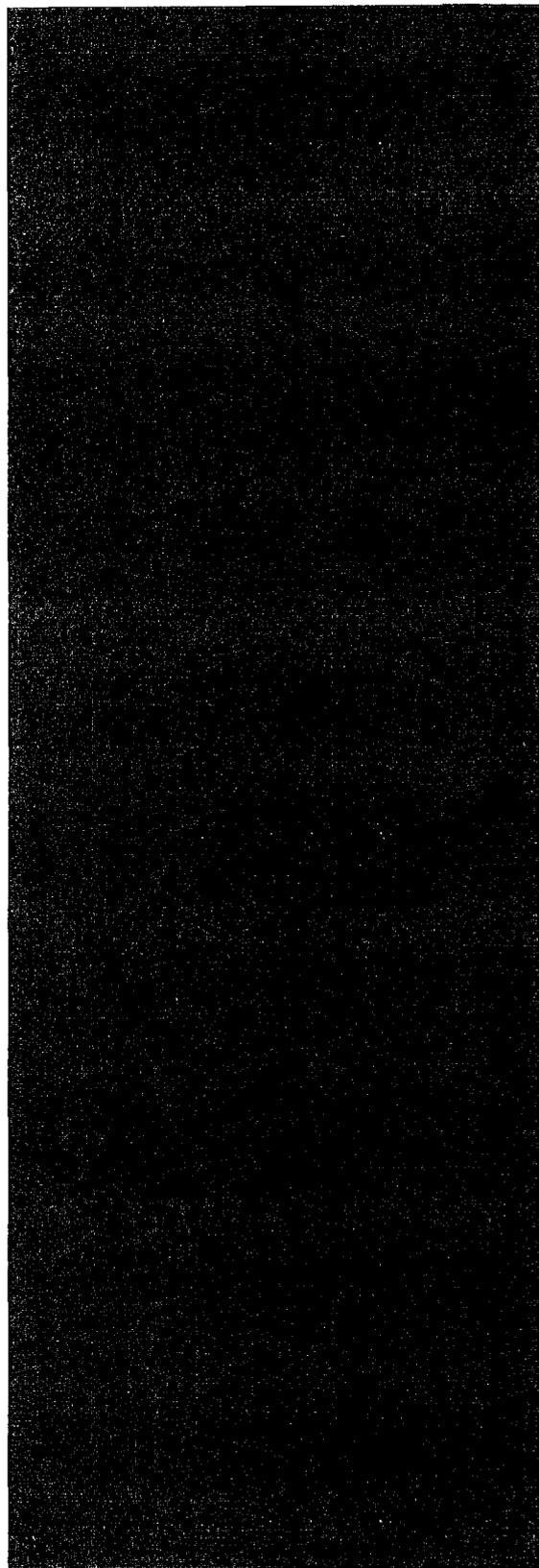
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Toly Digital Networks Inc
Balance Sheet
As of May 31, 2014

Redacted



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