

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

RATES, TERMS AND CONDITIONS DOCUMENT
(RTC DOCUMENT)
CONTAINING RATES, TERMS AND CONDITIONS
APPLICABLE TO
LONG DISTANCE SERVICES
FURNISHED BY

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
FOR INTERSTATE, INTRASTATE AND INTERNATIONAL
LONG DISTANCE SERVICES AS PROVIDED FOR HEREIN.

September 21, 2007

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

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**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

1. General

1.01 Application of Rates, Terms and Conditions

- (a) The rates, terms and conditions contained within this document, hereinafter referred to as "Rates, Terms and Conditions," are applicable to the provision of Interstate Long Distance Service, Intrastate Long Distance Service and International Long Distance Service, hereinafter collectively or individually referred to as "Service", by Atlantic Telephone Membership Corporation, hereinafter referred to as the "Company", as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts these Rates, Terms and Conditions as a binding agreement between the Customer and the Company.
- (b) These Rates, Terms and Conditions are incorporated by reference in the Atlantic Telephone Membership Corporation Long Distance Services Agreement (Long Distance Services Agreement). The Long Distance Services Agreement and the Rates, Terms and Conditions together comprise the rates, terms and conditions applicable to provision of Interstate, Intrastate and International Long Distance Services by the Company. A copy of the Long Distance Service Agreement is attached at the beginning of this Rates, Terms and Conditions Document. In the event there is a conflict between terms and conditions in the Long Distance Services Agreement and terms and conditions in the Rates, Terms and Conditions, the terms and conditions in the Long Distance Services Agreement shall apply.
- (c) The Company may change the Long Distance Services Agreement, including the incorporated Rates, Terms and Conditions, from time to time. Changes in rates, terms and conditions are effective no sooner than fifteen (15) days after the Company posts the modifications to the Long Distance Services Agreement or Rates, Terms and Conditions on its web site. The Company will also notify Customers of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases. Advance notice does not apply to increases in taxes and other charges described in Section 2.05.(c) of the Rates, Terms and Conditions. The Company may decrease rates and charges without providing advance notice. Use of the company's services after the fifteen (15) day notice period shall be construed as Customer's consent to the changed rates, terms and conditions of this agreement.
- (d) The provision of such Service by the Company as set forth in these Rates, Terms and Conditions does not constitute a joint undertaking with the Customer for the furnishing of any Service.
- (e) Intrastate Long Distance Service provided under the Rates, Terms and Conditions are limited to calls originating and terminating within the state of North Carolina.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

1. General (Cont'd)

1.02 Definitions

Certain terms used throughout these Rates, Terms and Conditions are defined as follows:

- (a) Access Code
A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.
- (b) Application for Service
A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.
- (c) Calling Card Service
Calling Card Service is a Long Distance Service provided by the Company through use of a Company-issued calling card to make Interstate Long Distance, Intrastate Long Distance and International Long Distance calling card calls through the use of a specific toll free telephone access number provided by the Company for access to the calling card service.
- (d) Company
Atlantic Telephone Membership Corporation, unless the context indicates otherwise.
- (e) Customer
Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Rates, Terms and Conditions.
- (f) Customer Dialed Calling Card Call
A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.
- (g) Customer Provided Equipment
Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.
- (h) Domestic
Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.
- (i) Equal Access
Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.
- (j) FCC
The Federal Communications Commission.
- (k) International Long Distance Service
International Long Distance Service is a Long Distance Service involving a telephone call originating in one country and terminating in another country.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

1. General (Cont'd)

1.02 Definitions (Cont'd):

- (l) Interstate Long Distance Service
Interstate Long Distance Service is a Long Distance Service involving a telephone call originating in one state and terminating in another state (also referred to as a "state-to-state" call). The term "state" for purposes of Interstate Long Distance Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.
- (m) Intrastate Long Distance Service
Intrastate Long Distance Service is a Long Distance Service involving a telephone call originating and terminating in the same state (also referred to as a "in-state" call).
- (n) Local Exchange Carrier (LEC)
A telephone company which furnishes local exchange services.
- (o) Long Distance Service (LDS)
The term "Long Distance Service" denotes the furnishing of station-to-station direct dial interstate, intrastate and international switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points and international points and Calling Card Services made with the use of a Company issued Calling Card.
- (p) Rates, Terms and Conditions
Rates, Terms and Conditions refers to this document as a whole comprising the rates, terms and conditions applicable to the provision of Services to Customers by the Company.
- (q) Service
The offerings of the Company comprising Interstate Long Distance Service, Intrastate Long Distance Service and International Long Distance Service.
- (r) Telecommunications
The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services

2.01 Undertaking of the Company

(a) Scope

The Company is a carrier providing Interstate Long Distance Service, Intrastate Long Distance Service and International Long Distance Service to Customers for their direct transmission of voice, data and other types of telecommunications within the United States, between points in the United States and international points, as described in these Rates, Terms and Conditions. Intrastate Long Distance Services are limited to originating and terminating points within the state of North Carolina.

(b) Limitations

- (i) The services provided pursuant to these Rates, Terms and Conditions are offered subject to the availability of facilities and the other provisions of these Rates, Terms and Conditions.
- (ii) The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
- (iii) The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of these Rates, Terms and Conditions, or other applicable rules, regulations or laws.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.02 Obligations of the Customer

- (a) All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.02, herein.
- (b) The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- (c) Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- (d) The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- (e) The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
- (f) Nothing contained herein, or in any other provision of these Rates, Terms and Conditions, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- (g) The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- (h) The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for long distance services and/or facilities connecting the Customer and the Company.
- (i) In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of these Rates, Terms and Conditions against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.02 Obligations of the Customer (Cont'd)

- (j) The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
 - (i) Using the Service for any purpose which is in violation of any law.
 - (ii) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
 - (iii) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
 - (iv) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
 - (v) Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.
 - (vi) The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.03 Liabilities of the Company

Except as stated in this Section 2.03, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in these Rates, Terms and Conditions.

- (a) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under these Rates, Terms and Conditions including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under these Rates, Terms and Conditions applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- (b) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- (c) The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any customer or due to the failure of customer provided equipment, facilities or services.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.04 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to these Rates, Terms and Conditions. Applications for Services may be either in writing or orally and provide, at a minimum, the following information:

- (a) Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- (b) Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (a) above.

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.05 Charges and Payments for Services and Facilities

(a) Deposits

- (i) The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed three (3) months estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
- (ii) Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.

(b) Description of Payment and Billing Periods

- (i) Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- (ii) When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LEC, commercial credit card company or other entity performing billing functions apply, including any applicable interest.
- (iii) In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.05 Charges and Payments for Services and Facilities (Cont'd)

(c) **Taxes and Other Charges**

In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill Customer. The company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by Company or its billing agent.

(d) **Payment and Late Payment Charge**

- (i) Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.
- (ii) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (iii) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.05(d)(i). Restoration of Service will be subject to all applicable installation charges.

(e) **Returned Check Charge**

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.05 Charges and Payments for Services and Facilities (Cont'd)

(f) Credit Allowance/Service Interruptions

- (i) Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- (ii) Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- (iii) The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- (iv) Only those portions of the Service or equipment operation disabled will be credited.
- (v) Any credit provided to the Customer under these Rates, Terms and Conditions shall be determined in accordance with the provisions of Section 2.05(g).

(g) Service Interruption Measurement

- (i) In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service. If the duration of the service interruption is less than (48) hours, no credit allowance will apply.
- (ii) A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.06 Termination or Denial of Service by the Company

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Customer's Service. The Company may, immediately and without notice to Customer, and without liability of any nature, temporarily deny, terminate, or suspend Customer's Service:

- (a) in the event Customer or Customer's agent: (i) willfully damages the Company's equipment, interferes with use of the Company's Service by other customers of the Company; (ii) unreasonably places capacity demands upon the Company's facilities or Service; or (iii) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (iv) otherwise fails to comply with the provisions of these Rates, Terms and Conditions or applicable law; or
- (b) in the event Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
- (c) in the event that the Company determines that any Service is being used fraudulently or illegally, whether by Customer or Customer's agent.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

2. Terms and Conditions – Interstate, Intrastate and International Long Distance Services (Cont'd)

2.07 Billing Disputes

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within fifteen, (15) days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due and unpaid and Customer's Service subject to termination under Section 2.06 above. Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS

3. General Classification and Description of the Company's Service – Interstate, Intrastate and International Long Distance Services

3.01 Service Points

- (a) The Company provides originating Service from domestic points in the United States to domestic points either for Interstate Long Distance Service or Intrastate Long Distance Service identified in these Rates, Terms and Conditions. Intrastate Long Distance Service is limited to the state of North Carolina.
- (b) The Company provides originating Service from domestic points in the United States to international points identified in these Rates, Terms and Conditions.

3.02 Measurements/Availability of Service

The Service is available at the rates listed in Sections 4, 5 and 6, through subscription to any of the long distance service offerings available from the Company. Each of these offerings utilizes the same rate schedules but have different rates and billing increments for each of the rate schedules.

3.03 Timing of Calls

- (a) Unless otherwise indicated in these Rates, Terms and Conditions, domestic calls are timed by the Company in sixty (60) second increments, and international calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed domestic call is sixty (60) seconds, unless otherwise specified. The minimum call duration for a completed international call is sixty (60) seconds, unless otherwise specified.
- (b) The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- (c) The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- (d) There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.
- (e) Service rates may be quoted in terms of initial and additional minutes. The initial minute is the first minute or any fraction thereof after connection is made. The additional minute is each minute or any fraction thereof after the initial minute.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

3. General Classification and Description of the Company's Service – Interstate, Intrastate and International Long Distance Services (Cont'd)

3.04 Method of Applying Rates

(a) Interstate Long Distance Services

Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

(b) Intrastate Long Distance Services

Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increments.

(c) International Long Distance Services

Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increments.

When the minutes of use multiplied by the per minute rate of the call does not equal an even billing amount, the call will be rounded up to the next full penny (example, \$2.465 would be rounded to \$2.47).

3.05 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers.

3.06 Dialed Long Distance Services

(a) Dialed Long Distance Services are measured use, full time services utilizing interstate, intrastate and international communications facilities. When appropriate access arrangements exist, these switched services are available on a pre-subscription (Equal Access) basis. Otherwise, where available, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free telephone access number with the Customer's security code, or via "1-0-1XXXX" code with Customer security code.

(b) Depending upon the service option chosen by the Customer, the charges for the use of such interstate, intrastate or international communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

(c) All Customers shall be charged the rates identified in Sections 4, 5 and 6.

(d) Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS

3. General Classification and Description of the Company's Service – Interstate, Intrastate and International Long Distance Services (Cont'd)

3.07 Calling Card Service

- (a) Calling Card Service permits Customers who have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States, all points within the State of North Carolina, and to and from international points through the use of a specific telephone access number provided by the Company. Calling Card Service calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- (b) It is the responsibility of the Customer to guard and protect against any unauthorized use of any Company issued codes to which billing may be charged.
- (c) The rates for this service are provided for in Sections 4, 5 and 6 herein.

3.08 800 Service

- (a) 800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.
- (b) The Company may offer discounted promotional rates for 800 Service, which may include discounting or waiving the one-time service establishment charge, discounting or waiving the monthly service charge, discounting or waiving the message-detail charge.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

4. Rates for Interstate Long Distance Service (Cont'd)

4.05 800 Service

(a) Monthly Recurring Charge

In addition to the Usage Charge described in this Section, there shall be assessed a monthly charge per line for each 800 Service terminating line. This charge is a single flat rate for both interstate and intrastate. The rate is as follows:

Per Line	\$4.95
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(b) Directory Assistance Listings

In addition to the Monthly Recurring Charge and the Usage Charges described in this Section, a Directory Assistance Listing Charge per number for each 800 Service number requiring such a listing shall be assessed. This charge is a single flat rate for both interstate and intrastate. The intrastate charge is listed in Section 5.5. The rate is as follows:

Per Line	\$15.00/month
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(c) Usage Charges

Per Minute (Monday – Sunday, All Day)	\$0.059 - \$0.15
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Rates within the range applicable to the usage for an individual customer will be established by the Company at the time of ordering initial service or modification of service.

(d) Vanity Numbers

Each requested 800 Service Vanity number will have a research charge. This research charge is a single flat rate for both interstate and intrastate. The rate is as follows:

Per Request	\$25.00
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**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

5. Rates for Intrastate Long Distance Service (Cont'd)

5.05 800 Service

(a) Monthly Recurring Charge

In addition to the Usage Charge described in this Section, there shall be assessed a monthly charge per line for each 800 Service terminating line. This charge is a single flat rate for both intrastate and interstate. The charge is listed at Section 4.05.

(b) Directory Assistance Listings

In addition to the Monthly Recurring Charge and the Usage Charges described in this Section, a Directory Assistance Listing Charge per number for each 800 Service number requiring such a listing shall be assessed. This charge is a single flat rate for both intrastate and interstate. The charge is listed at Section 4.05.

(c) Usage Charges

Per Minute	\$0.059 - \$0.15
(Monday – Sunday, All Day)	

Rates within the range applicable to the usage for an individual customer will be established by the Company at the time of ordering initial service or modification of service.

(d) Vanity Numbers

Each requested 800 Service Vanity number will have a research charge. This research charge is a single flat rate for both intrastate and interstate. The research charge is listed in Section 4.05.

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service

6.01 Returned Check Charge

A Customer whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined interstate, intrastate and international balance, only a single returned check charge will apply.

Per Occasion \$25.00

6.02 Rate Schedules

(a) Service to Mexico

Rates for Direct Dialed International Message Telecommunications Service for residential and business customers

1+ Residential & Business Rates to Mexico

BAND	PER MINUTE RATE
1	\$.3679/minute
2	\$.3679/minute
3	\$.3679/minute
4	\$.7363/minute
5	\$.7363/minute
6	\$.7363/minute
7	\$.7363/minute
8	\$.7363/minute

(b) Service to Canada

Rates for Direct Dialed International Message Telecommunications Service

1+ Residential & Business Rates to Canada

Per Minute Rate \$0.2335

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(c) Standard International Service

Rates for Direct Dialed International Message Telecommunications Service

1+ International Rates [For Calls] Made From The Domestic U.S.

Rates are Monday – Sunday, All Day

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Albania	355	0.7068
Algeria	213	0.7868
American Samoa	684	0.7565
Andorra	376	0.6081
Angola	244	0.8777
Anguilla	809497	0.6405
Antarctica (Casey Base)		0.8171
Antarctica (Scott Base)		1.3826
Antigua	809460	0.7161
Argentina	540	0.6102
Armenia	374	1.0796
Aruba	297	0.5193
Ascension Island	247	1.3826
Australia	610	0.3567
Austria	430	0.3275
Azerbaijan	994	0.8878
Bahamas	809321	0.3739
Bahrain	973	0.8979
Bangladesh	880	1.1200
Barbados	809228	0.6526
Belarus	375	0.8171
Belgium	320	0.3022
Belize	501	0.8474
Benin	229	0.8080
Bermuda	809231	0.4566
Bhutan	975	1.1270
Bolivia	591	0.8777
Bosnia	387	0.6607
Botswana	267	0.7241
Brazil	550	0.5496
British Virgin Islands	809275	0.6001
Brunei	673	0.6959
Bulgaria	359	0.7363
Burkina Faso	226	0.7746

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

COUNTRY	COUNTRY CODE	PER RATE MINUTE
Burundi	257	2.7966
Cambodia	855	1.8845
Cameroon	237	1.1200
Cape Verde Islands	238	0.7292
Cayman Islands	809945	0.5597
Central African Republic	236	2.0795
Chad	235	3.3218
Chile	560	0.4849
China	860	0.8070
Xmas Island & Cocos		0.7403
Colombia	570	0.7797
Comoros		2.0189
Congo	242	1.1593
Cook Islands	682	1.5250
Costa Rica	506	0.6776
Croatia	384	0.5799
Cuba	530	0.8575
Cyprus	357	0.6102
Czech Republic	420	0.5597
Denmark	450	0.3174
Diego Garcia	246	0.9644
Djibouti	253	0.9755
Dominica	809445	0.6586
Dominican Republic	809220	0.5293
Ecuador	593	0.7464
Egypt	200	1.0089
El Salvador	503	0.7161
Equatorial Guinea	240	1.5341
Eritrea	291	1.4129
Estonia	372	0.5294
Ethiopia	251	1.2008
Faeroe Islands	298	0.6697
Falkland Islands	500	1.4937
Fiji Islands	679	1.1402
Finland	358	0.3174

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
France	330	0.2719
French Antilles	596	0.6506
French Guiana	594	0.6959
French Polynesia	689	1.4916
Gabon	241	1.0695
Gambia	220	0.8080
Georgia	995	1.4573
Germany	490	0.2669
Ghana	233	0.7241
Gibraltar	350	0.6081
Greece	300	0.5647
Greenland	299	0.7070
Grenada	809440	0.7241
Guantanamo Bay	539	0.7403
Guatemala	502	0.7161
Guinea	224	1.0089
Guinea Bissau	245	1.7724
Guyana	592	1.0745
Haiti	509	0.8171
Honduras	504	0.8878
Hong Kong	852	0.5344
Hungary	360	0.4233
Iceland	354	0.4012
India	910	1.0089
Indonesia	620	0.8756
Iran	980	1.3018
Iraq	964	1.5341
Ireland	353	0.3174
Israel	972	0.3477
Italy	390	0.3325
Ivory Coast	225	1.2109
Jamaica	809287	0.8059
Japan	810	0.3275
Jordan	962	0.9282

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTERATE
Kazakhstan	732	2.0997
Kenya	254	0.9584
Kiribati	686	2.6925
Kuwait	965	1.0089
Kyrgyzstan	733	1.8068
Laos	856	2.4117
Latvia	371	0.9988
Lebanon	961	1.0897
Lesotho	266	0.7403
Liberia	231	0.7746
Libya	218	0.7403
Liechtenstein		0.5233
Lithuania	370	0.8676
Luxembourg	352	0.3790
Macao	853	0.7524
Macedonia	389	0.7292
Madagascar	261	3.7965
Malawi	265	0.8777
Malaysia	600	0.5799
Maldives	960	1.7765
Mali Republic	223	1.1099
Malta	356	0.5405
Marshall Islands	692	0.8140
Mauritania	222	0.8080
Mauritius	230	0.8474
Mayotte Island	269	1.0765
Micronesia	691	0.9917
Moldova	373	1.4573
Monaco	377	0.3961
Mongolia	976	1.4573
Montserrat	809491	0.7181

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Morocco	210	0.7767
Mozambique	258	0.9594
Myanmar	950	3.2309
Namibia	264	0.9584
Nauru	674	2.7158
Nepal	977	1.1432
Netherlands	310	0.2770
Netherlands Antilles	599	0.5970
New Caledonia	687	0.9181
New Zealand	640	0.3850
Nicaragua	505	0.8272
Niger	227	1.0422
Nigeria	234	0.9483
Niue Island	683	2.1199
Norfolk Island		2.0976
North Korea	850	2.3017
Norway	470	0.2871
Oman	968	1.0695
Pakistan	920	1.0998
Palau	680	1.3321
Panama	507	0.7868
Papua New Guinea	675	0.8575
Paraguay	595	0.8878
Peru	510	0.6556
Philippines	630	0.6304
Poland	480	0.4789
Portugal	351	0.4385
Qatar	974	0.9977
Reunion Island	262	0.9755
Romania	400	0.8474
Russia	700	0.8575
Rwanda	250	1.3906

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Sakalin		1.6462
San Marino	378	1.5027
Sao Tome	239	1.7047
Saudi Arabia	966	1.0695
Senegal Republic	221	1.2715
Seychelles Islands	248	1.4240
Sierra Leone	232	1.0796
Singapore	650	0.5496
Slovakia	427	0.6102
Republic Slovenia	386	0.5496
Solomon Islands	677	1.4916
Somali	252	1.1543
South Africa	270	0.6344
South Korea	820	0.5910
Spain	340	0.3679
Sri Lanka	940	1.3220
St. Helena	290	1.4240
St. Kitts	809465	0.6858
St. Lucia	809450	0.6959
St. Pierre	508	0.6132
St. Vincent	809456	0.7746
Sudan	249	0.8373
Suriname	597	1.1402
Swaziland	268	0.7524
Sweden	460	0.2467
Switzerland	410	0.3123
Syria	963	1.0998
Taiwan	886	0.6203
Tajikistan	700	1.3624
Tanzania	255	0.9201
Thailand	660	0.7969
Togo	228	1.0897
Tonga Islands	676	1.1806
Trinidad	809622	0.7635
Tunisia	216	0.9584

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Turkey	900	0.5799
Turkmenistan	700	2.5037
Turks & Caicos Islands		0.7060
Tuvalu	688	2.1098
Uganda	256	0.8696
Ukraine	285	0.7868
United Arab Emirates	971	0.8918
United Kingdom	440	0.2669
Uruguay	598	0.8160
Uzbekistan	700	1.0796
Vanuatu	678	2.7057
Vatican City		0.4072
Venezuela	580	0.5647
Vietnam	840	1.2109
Wallis/Futuna	681	2.0088
Western Samoa	685	0.7857
Yemen AR	969	1.0392
Yugoslavia	381	0.6304
Zaire	243	1.2106
Zambia	260	0.9090
Zimbabwe	263	0.7070

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(d) Calling Card Service

Rates for Calling Card Service made from the Domestic U.S. to International Points.

Rates are Monday – Sunday, All Day

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Albania	355	0.6610
Algeria	213	0.7410
American Samoa	684	0.7107
Andorra	376	0.5623
Angola	244	0.8319
Anguilla	809497	0.5947
Antarctica (Casey Base)		0.7713
Antarctica (Scott Base)		1.3368
Antigua	809460	0.6703
Argentina	540	0.5644
Armenia	374	1.0338
Aruba	297	0.4735
Ascension Island	247	1.3368
Australia	610	0.3109
Austria	430	0.2817
Azerbaijan	994	0.8420
Bahamas	809321	0.3281
Bahrain	973	0.8521
Bangladesh	880	1.0742
Barbados	809228	0.6068
Belarus	375	0.7713
Belgium	320	0.2564
Belize	501	0.8016
Benin	229	0.7622
Bermuda	809231	0.4108
Bhutan	975	1.0812
Bolivia	591	0.8319
Bosnia	387	0.6149
Botswana	267	0.6783
Brazil	550	0.5038
British Virgin Islands	809275	0.5543
Brunei	673	0.6501
Bulgaria	359	0.6905
Burkina Faso	226	0.7288

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(d) Calling Card Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Burundi	257	2.7508
Cambodia	855	1.8387
Cameroon	237	1.0742
Canada		0.1877
Cape Verde Islands	238	0.6834
Cayman Islands	809945	0.5139
Central African Republic	236	2.0337
Chad	235	3.2760
Chile	560	0.4391
China	860	0.7612
Xmas Island & Cocos		0.6945
Colombia	570	0.7339
Comoros		1.9731
Congo	242	1.1135
Cook Islands	682	1.4792
Costa Rica	506	0.6318
Croatia	384	0.5341
Cuba	530	0.8117
Cyprus	357	0.5644
Czech Republic	420	0.5139
Denmark	450	0.2716
Diego Garcia	246	0.9186
Djibouti	253	0.9297
Dominica	809445	0.6128
Dominican Republic	809220	0.4835
Ecuador	593	0.7006
Egypt	200	0.9631
El Salvador	503	0.6703
Equ. Guinea	240	1.4883
Eritrea	291	1.3671
Estonia	372	0.4836
Ethiopia	251	1.1550
Faeroe Islands	298	0.6239
Falkland Islands	500	1.4479
Fiji Islands	679	1.0944
Finland	358	0.2716

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(d) Calling Card Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
France	330	0.2261
French Antilles	596	0.6048
French Guiana	594	0.6501
French Polynesia	689	1.4458
Gabon	241	1.0237
Gambia	220	0.7622
Georgia	995	1.4115
Germany	490	0.2211
Ghana	233	0.6783
Gibraltar	350	0.5623
Greece	300	0.5189
Greenland	299	0.6612
Grenada	809440	0.6783
Guantanamo Bay	539	0.6945
Guatemala	502	0.6703
Guinea	224	0.9631
Guinea Bissau	245	1.7266
Guyana	592	1.0287
Haiti	509	0.7713
Honduras	504	0.8420
Hong Kong	852	0.4886
Hungary	360	0.3775
Iceland	354	0.3554
India	910	0.9631
Indonesia	620	0.8298
Iran	980	1.2560
Iraq	964	1.4883
Ireland	353	0.2716
Israel	972	0.3019
Italy	390	0.2867
Ivory Coast	225	1.1651
Jamaica	809287	0.7601
Japan	810	0.2817
Jordan	962	0.8824

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(d) Calling Card Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Kazakhstan	732	2.0539
Kenya	254	0.9126
Kiribati	686	2.6467
Kuwait	965	0.9631
Kyrgyzstan	733	1.7610
Laos	856	2.3659
Latvia	371	0.9530
Lebanon	961	1.0439
Lesotho	266	0.6945
Liberia	231	0.7288
Libya	218	0.6945
Liechtenstein		0.4775
Lithuania	370	0.8218
Luxembourg	352	0.3332
Macao	853	0.7066
Macedonia	389	0.6834
Madagascar	261	3.7507
Malawi	265	0.8319
Malaysia	600	0.5341
Maldives	960	1.7307
Mali Republic	223	1.0641
Malta	356	0.4947
Marshall Islands	692	0.7682
Mauritania	222	0.7622
Mauritius	230	0.8016
Mayotte Island	269	1.0307
Mexico Rate Band 1-3		0.3221
Mexico Rate Band 4-8		0.6905
Micronesia	691	0.9459
Moldova	373	1.4115
Monaco	377	0.3503
Mongolia	976	1.4115
Montserrat	809491	0.6723

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(d) Calling Card Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Morocco	210	0.7309
Mozambique	258	0.9136
Myanmar	950	3.1851
Namibia	264	0.9126
Nauru	674	2.6700
Nepal	977	1.0974
Netherlands	310	0.2312
Netherlands Antilles	599	0.5512
New Caledonia	687	0.8723
New Zealand	640	0.3392
Nicaragua	505	0.7814
Niger	227	0.9964
Nigeria	234	0.9025
Niue Island	683	2.0741
Norfolk Island		2.0518
North Korea	850	2.2559
Norway	470	0.2413
Oman	968	1.0237
Pakistan	920	1.0540
Palau	680	1.2863
Panama	507	0.7410
Papua New Guinea	675	0.8117
Paraguay	595	0.8420
Peru	510	0.6098
Philippines	630	0.5846
Poland	480	0.4331
Portugal	351	0.3927
Qatar	974	0.9519
Reunion Island	262	0.9297
Romania	400	0.8016
Russia	700	0.8117
Rwanda	250	1.3448

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(d) Calling Card Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Sakalin		1.6004
San Marino	378	1.4569
Sao Tome	239	1.6589
Saudi Arabia	966	1.0237
Senegal Republic	221	1.2257
Seychelles Islands	248	1.3782
Sierra Leone	232	1.0338
Singapore	650	0.5038
Slovakia	427	0.5644
Republic Slovenia	386	0.5038
Solomon Islands	677	1.4458
Somali	252	1.1085
South Africa	270	0.5886
South Korea	820	0.5452
Spain	340	0.3221
Sri Lanka	940	1.2762
St. Helena	290	1.3782
St. Kitts	809465	0.6400
St. Lucia	809450	0.6501
St. Pierre	508	0.5674
St. Vincent	809456	0.7288
Sudan	249	0.7915
Suriname	597	1.0944
Swaziland	268	0.7066
Sweden	460	0.2009
Switzerland	410	0.2665
Syria	963	1.0540
Taiwan	886	0.5745
Tajikistan	700	1.3166
Tanzania	255	0.8743
Thailand	660	0.7511
Togo	228	1.0439
Tonga Islands	676	1.1348
Trinidad	809622	0.7177
Tunisia	216	0.9126

**ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
RATES, TERMS AND CONDITIONS**

6. Rates for International Long Distance Service (Cont'd)

6.02 Rate Schedules (Cont'd)

(d) Calling Card Service (Cont'd)

COUNTRY	COUNTRY CODE	PER MINUTE RATE
Turkey	900	0.5341
Turkmenistan	700	2.4579
Turks & Caicos Islands		0.6602
Tuvalu	688	2.0640
Uganda	256	0.8238
Ukraine	285	0.7410
United Arab Emirates	971	0.8460
United Kingdom	440	0.2211
Uruguay	598	0.7702
Uzbekistan	700	1.0338
Vanuatu	678	2.6599
Vatican City		0.3614
Venezuela	580	0.5189
Vietnam	840	1.1651
Wallis/Futuna	681	1.9630
Western Samoa	685	0.7399
Yemen AR	969	0.9934
Yugoslavia	381	0.5846
Zaire	243	1.1648
Zambia	260	0.8632
Zimbabwe	263	0.6612