

\*\*Effective September 20, 2018 American Telephone Company, LLC concurs in the international calling rates found in the Windstream Companies International Rates Terms and Conditions document posted online at <http://www.tariffs.net/windstream/>, under the FCC jurisdiction filter.

REGULATIONS, SERVICES AND SCHEDULE OF CHARGES  
APPLICABLE TO

INTERSTATE AND INTERNATIONAL  
MESSAGE TELECOMMUNICATIONS SERVICES  
FURNISHED BY

**American Telephone Company, LLC**

This document ("Document") contains the descriptions, regulations, and rates applicable to the furnishing of Domestic Interstate and International Message Telecommunications Services provided by American Telephone Company, LLC ("ATC") and is made available to subscribers and the public in accordance with the Federal Communications Commission's ("FCC") *Public Availability of Information Concerning Interexchange Services* rules, 47 CFR Section 42.10.

**To obtain these services, Customer shall contract for the interstate and international message telecommunications services described in this Document under a written, signed Master Service Agreement ("MSA"). The MSA together with this Document (including, without limitation, the terms and conditions incorporated by reference in both documents) shall constitute an agreement under which Customer purchases the Services from ATC.**

## INTRODUCTION

This Document contains rates, terms, and conditions that apply to ATC's Interstate and International Message Telecommunications Services. This Document is prepared in accordance with the Federal Communications Commission's *Public Availability of Information Concerning Interexchange Services* rules, 47 C.F.R. Section 42.10.

BY SUBSCRIBING TO, UTILIZING, OR PAYING FOR ATC'S SERVICES, YOU HEREBY AGREE TO THE RATES, CHARGES, TERMS, AND CONDITIONS THAT FOLLOW. IF YOU BELIEVE THAT YOUR USE OF ATC'S SERVICES HAS BEEN MADE IN ERROR, PLEASE CONTACT ATC'S CUSTOMER SERVICE DEPARTMENT IMMEDIATELY AT 888-9-GET-ATC.

ATC's Interstate and International Message Telephone Service rates, charges, terms, and conditions are subject to change at ATC's sole discretion, unless otherwise established under a separate agreement between you and ATC. Consult with Customer Service at 888-9-ATC for current rating information.

## GENERAL TERMS AND CONDITIONS

ATC offers interstate and international message telecommunications services to commercial and residential customers utilizing the network of one or more underlying carriers. These services consist of presubscribed interstate and international long-distance services bundled with casual calling, travel card and other subscribed services as set forth in this Document. Customers who subscribe to ATC's interstate long distance services may presubscribe or subscribe to ATC's intrastate long distances services as well, though the rates and terms for intrastate long-distance services are not governed by this Document. All services bear a monthly recurring charge in addition to usage charges. All Customers or interested persons should contact ATC's Customer Service Department at 888-9-GET-ATC to subscribe to service and obtain product, service and rate information.

**ATC's services are provided subject to the customer Terms and Conditions posted on ATC's website, which are incorporated into this Document and Customer's MSA by reference ("Terms and Conditions").** All Customers that request, receive and contract for service from ATC accept such service pursuant to such Terms and Conditions, which may be amended from time to time at ATC's sole discretion.

## UNDERTAKING OF ATC

ATC's interexchange and international message telecommunications services provide Customer with the ability to complete telephone calls (a) originating and/or terminating in any area between points within the contiguous United States, Hawaii, Alaska, Puerto Rico, U.S. Virgin Islands and Northern Mariana Islands and (b) originating in the contiguous United States, Hawaii, Alaska, Puerto Rico, U.S. Virgin Islands and Northern Mariana Islands and terminating outside of those locations.

All services provided pursuant to this Document are subject to the terms and conditions contained herein and ATC's Terms and Conditions. ATC may, at its discretion, modify or amend all such terms upon written notice to Customer.

ATC provides resold Interstate and International Message Telecommunications Service to Customers for their direct transmission and reception of voice, data and other types of communications. ATC resells access, switching, transport, and termination services provided by interexchange carriers. ATC's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week.

Request for service under this Document will authorize ATC to conduct a credit search on the Customer. ATC reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

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## LIMITATIONS OF SERVICE

Service is offered subject to availability of the necessary facilities and/or equipment. ATC reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

ATC reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond ATC's control or when the Customer is using the service in violation of the provisions of this Document, the Terms and Conditions, the laws, rules, regulations, terms and conditions or policies of the jurisdiction of the originating location or the terminating location, or the laws of the United States including without limitation the rules, regulations, orders and policies of the Federal Communications Commission.

ATC does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with ATC.

Customers may not modify or assign any agreement for service with ATC. In its sole discretion, ATC may assign agreements for service. ATC reserves the right to refuse an application for service by a present or former Customer who is indebted to ATC for service previously rendered pursuant to this Document until the indebtedness is satisfied. ATC may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Document.

Service may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

ATC reserves the right to classify service as business or residential. ATC may, at its discretion, levy charges for services, which have been misclassified. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Document are being complied with in the installation, operation or maintenance of the Customer's or the ATC 's facilities or equipment.

ATC may require a Customer to immediately shut down its transmission of signals if said transmissions causing interference to others. A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available price sheets.

A Customer, joint user, or authorized user shall not represent that its services are provided by ATC, or otherwise indicate to its Customers that its provision of services is jointly with ATC, without the written consent of ATC. The relationship between ATC and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

## USE

Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.

Service may not be used for any unlawful purpose. Service may not be used for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

ATC strictly prohibits use of its services without payment or in avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to ATC, providing falsified or invalid credit card numbers to ATC or in any way misrepresenting the identity of the Customer.

Calls may not be placed or received using any dial-around code belonging to the Company, Collect, Sent Paid, or 3 Party calling whenever (1) there is no obligation on the part of the serving local telephone company to perform billing and collection on behalf of ATC; or (2) where an obligation exists on the part of the serving local telephone company to perform billing and collection on behalf of ATC, but the local telephone company fails to discharge the obligation properly; or (3) the serving local telephone company fails to furnish, or provides untimely or inadequate, billing name and address ('BNA') to ATC; or (4) the serving local telephone company fails to furnish timely or adequate telephone number installation and disconnect information to ATC. For the purposes of this Section, suspension of service will occur whenever ATC is unable to recover at least 60% of its billable revenues from the customers within a local telephone company service area during any monthly billing period as the result of unavailable, untimely, or inadequate billing and collection or as the result of unavailable untimely, or inadequate BNA or telephone number installation and disconnect information.

**APPLICATION FOR SERVICE**

Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service. ATC complies with FCC regulations governing Changes in Subscriber Carrier Selections, and associated service confirmation obligations pursuant to 47 C.F.R. Section 64.1100 *et seq.*

Applications for service are non-cancelable unless ATC otherwise agrees. Where ATC permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. Any special charges will be calculated and applied on a case-by- case basis.

Upon application, Customer shall contract for service under a written, signed MSA.

**INITIAL TERM / MINIMUM SERVICE PERIOD / MINIMUM MONTHLY FEE**

The Initial Term and Minimum Service Period for all services provided under this Document, unless otherwise stated in the MSA between ATC and Customer, is thirty (30) days.

Customer is obligated to pay ATC a Minimum Monthly Fee, which shall be specified in Customer's MSA and assessed in the event that Customer's overall charges for services in a given month are less than the Minimum Monthly Fee.

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**DEPOSITS AND ADVANCE PAYMENTS / CREDIT LIMITS / PREPAYMENTS**

ATC reserves the right to collect deposits and advance payments, as necessary. Initial deposits or advanced payments shall not exceed two (2) months of Customer's anticipated monthly billing.

ATC may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period. If ATC becomes concerned at any time about the Customer's ability to pay for services, ATC may require that the Customer pay their charges within a specified number of days and/or that the Customer make such payments in cash or the equivalent of cash.

A charge of \$30.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. If the Customer's telecommunications payment history is not acceptable to ATC or if the Customer's telecommunications payment history is unknown or indeterminable, Customer may be required, at any time, to provide (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to ATC and authorization for ATC to charge usage to the Customer's credit card account; or (iii) agreement that the Customer's usage of ATC network and services will be subject to toll usage limits to be determined by ATC.

Prior to the Customer's compliance with this request, ATC reserves the right to cease accepting and processing service orders. ATC may request subsequent additional pre-invoice payments for usage and may increase or decrease toll usage limits as it deems appropriate.

ATC may refuse to furnish services if any charges owed by the Customer to ATC or any ATC affiliate are past due for service(s) provided to the Customer. The Customer must promptly notify ATC of any change in the Customer's invoicing address or, if applicable, in the credit card or bank account used for payment. The Customer should notify ATC via Customer Service or U.S. mail.



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### **THIRD PARTY BILLING AND COLLECTION ARRANGEMENTS**

When billing and collection for ATC service is performed on ATC's behalf by a local telephone company, the security deposit requirements, and late payment provisions set forth in ATC's service agreement with its local telephone company and/or in the local tariff of the local telephone company will apply to the Customer's ATC-provided service.

In addition, where a local telephone company purchases ATC's customer receivables, late payment provisions imposed by the local telephone company will apply to the Customer's ATC-provided service.

If ATC hires a collection agency to collect, or attempt to collect, any charges owed to ATC, the Customer will be liable to ATC for an additional payment equal to 35 percent of the charges owed where permitted by applicable law. If ATC incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed to ATC other than by hiring a collection agency, the Customer will be liable to ATC for the payment of all such fees and expenses reasonably incurred.

### **REMOTE TOLL FRAUD**

Certain Customers may be eligible to limit their liability for Remote Toll Fraud usage charges by complying with ATC's Remote Toll Fraud Detect Program rules and regulations.

For specific information on ATC's Remote Toll Fraud Detect Program, contact ATC's Customer Service Department at 888-9-GET-ATC.

**CANCELLATION OF SERVICES BY CUSTOMER**

Customer's cancellation of services is subject to the provisions set forth in the Terms and Conditions, including without limitation the termination liability provisions.

**CANCELLATION OF SERVICE BY ATC**

ATC may cancel service to Customer as set forth in the Terms and Conditions. In addition to the Terms and Conditions, the following provisions shall apply:

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**Cancellation Of Service Without Notice**

ATC reserves the right to immediately discontinue furnishing the service to Customers, cancel the Customer's account, and/or block the Customer's access to the ATC network, block traffic to or from specific countries country codes, local telephone exchanges ('NXX exchanges'), individual telephone stations, or calls using certain customer authorization codes without incurring any liability, immediately and without notice:

1. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
2. By reason of any order or decision of a court or any other governmental authority which prohibits ATC from furnishing such service; or
3. In the event that the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or device; or
4. For unlawful use of the service or use of the service for unlawful purposes; or
5. In the event that the customer refuses to furnish information or furnishes false information that (i) is essential for billing; or (ii) pertains to the Customer's credit-worthiness, its status under federal and/or state low income programs, its past or current use of common carrier communications service, or its planned use of such service; or
6. In the event that ATC has received notice from the Customer's local telephone company that the local telephone company has cancelled the Customer's local exchange service or switched off ATC's network; or
7. In the event that the Customer's service usage charges exceed established parameters based on the Customer's history of usage, which may indicate an unlikelihood of payment or possible fraud; or
8. In the event that the Customer uses the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling); or
9. In the event that the Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by ATC or others having legal authority to investigate the Customer's legal obligations; or
10. In the event that the Customer's telephone equipment fails to pass back to ATC the appropriate signal to start and stop billing for a call; or
11. In the event that the Customer was previously provided with notice of breach of contract, took corrective action, but thereafter engages in the same breach activity; or

12. In the event that the Customer subscribes to an ATC-issued calling card service and has not used the service (with the exception of calls to Directory Assistance) for 12 months. In such case, ATC will deactivate calling card to reduce the risk of fraud or abuse. If the Customer wishes to renew service, ATC will promptly provide a new card; or
13. In the event that ATC has made available service to the Customer and the Customer has failed to place the available service into actual and substantial use during the 90-day period immediately following the availability, or, if during any service term, the Customer has not actually and substantially used the available service for any consecutive 90-day period. As used in this paragraph, 'actual and substantial use' will mean a pattern of use that discloses an intent on the Customer's part to employ the service to transmit information of the Customer's choosing; or
14. In the event that the Customer has been given written notice by ATC of any past due amount (which remains unpaid in whole or in part) for any of ATC's or an affiliated carrier's service to which the Customer either subscribes or had subscribed or used; or
15. In the event that the Customer either refuses to pay when billed for service or indicates to ATC or an entity billing on ATC's behalf that the Customer does not intend to pay for service used by the Customer.
16. In the event that the Customer has been required to provide (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to ATC and authorization for ATC to charge usage to the Customer's credit card account; or (iii) agreement that the Customer's usage of ATC network and services will be subject to toll usage limits to be determined by ATC, and has failed to or indicates a refusal to comply with these requirements.
17. In the event that ATC deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Document or the Terms and Conditions; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

### **Cancellation of Service with Notice**

ATC may discontinue service with notice to Customer as set forth in the Terms and Conditions.

### **Cancellation of Calling Card Service**

Due to the portable nature of ATC's calling card codes that are issued to ATC's customers, ATC reserves the right to block, without notice, any calling card code that ATC deems to have been used, or that might be used, for fraudulent purposes or in violation of the provisions of this Document (including without limitation the Terms and Conditions incorporated by reference herein). ATC may also intercept calling card calls for the dual purposes of verifying customer information and fraud avoidance. ATC will provide subsequent written notification by mail, and/or voice notification, of such blocking or termination. ATC will unblock as soon as it determines it can do so without undue risk, and it will, upon request by an affected customer, assign new card authorization codes to replace any that were deactivated.

Customer shall be solely responsible for any fraudulent or unauthorized use of service. The discontinuance of service(s) by ATC pursuant to this section does not relieve the Customer of any obligations to pay ATC for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and ATC shall at all times be entitled to all the rights available to it under law or equity.

**CREDITS**

If the Customer's account has been closed but has a credit balance remaining, ATC will transfer the credit to another account of the Customer, if there is one. If the Customer does not have another account and if the credit balance amount is \$10 or more, ATC will mail a check for the balance to the Customer. If the Customer does not have another account and if the credit balance amount is less than \$10, then ATC will mail a check for the balance to the Customer upon its request, provided the Customer makes its request within 12 months of the closing of the Customer's account.

**INTERCONNECTION WITH OTHER CARRIERS**

Service furnished by ATC may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by ATC.

Any special interface of facilities necessary to achieve compatibility between the facilities of ATC and other participating carriers shall be provided at the Customer's expense. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions between ATC and such other carriers. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with ATC's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

**PROMOTIONS / BONUS OFFERS**

Promotions and/or bonus offers may be communicated to the Customer orally or in writing at ATC's discretion. For all promotions or bonus offers, a Customer's eligibility is limited as follows:

1. Only one bonus program or promotion at any one time will be associated with any account or customer;
2. Sign-up bonuses or promotions are available only to new Customers of ATC;
3. To receive on-going benefits of a bonus award or promotion, a Customer must be a customer of ATC and in good standing at the time such award or promotion is scheduled to be granted; and
4. ATC reserves the right to amend or terminate bonus programs and/or promotions upon appropriate notice to the Customer.
5. Promotional and other credits offered by ATC in the marketing of its services cannot be assigned, but must be used by the entity to which they were offered and that earned them in strict accordance with the terms of the offer.
6. In the event that the Customer has been awarded a promotional credit for subscribing to ATC service and does not use the service within 12 months following the date of the Customer's service order, ATC reserves the right to cancel the credit from the Customer's account and collect the sum involved from the Customer.



## **GOVERNMENTAL AUTHORIZATIONS**

The provision of ATC's services is subject to and contingent upon ATC obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by ATC. ATC shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. ATC shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by ATC to comply with any such rules, regulations, orders, decision, or directives.

## **FULL FORCE AND EFFECT**

Should any provision or portion of this Document be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Document will remain in full force and effect.

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## SERVICE DESCRIPTIONS AND RATES

### TIMING OF CALLS

The subscriber's long distance usage charge is based on the actual usage of ATC's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminates when either party hangs up.

The billing increment for all calls, unless otherwise specified, is one minute (60 seconds). Usage is measured and rounded up to the next billing increment.

Where charges results in fractions of cents, charges will be rounded up to the next whole cent. There is no billing for incomplete calls.

### CASUAL CALLING CHARGES

Casual Calling Charges will be assessed to callers who do not have an active account with ATC. Situations in which Casual Calling Charges are assessed include, but are not limited to situations in which 1) the caller has signed up for ATC's service, but ATC has not been notified of the caller's selection of ATC and 2) the caller has requested cancellation of service or has provided notification to its local telephone company that the caller has switched carriers, but the caller's line remains designated to ATC.

### DOMESTIC INTERSTATE TELECOMMUNICATION SERVICES

ATC provides switched access, local exchange carrier-billed telecommunications services, which allow Customers to establish a communications path between two stations by using uniform dialing plans for their direct transmission and reception of voice, data, and other types of communications.

**"1 Plus" Long Distance Service** is a switched access service, offering Customers outbound "1 plus" long distance telecommunications services from points originating and terminating in and between points within the contiguous United States, Hawaii, Alaska and Puerto Rico/U.S. Virgin Islands.

**Calling Card Service** permits Customers to charge a principal presubscribed location for a call placed while the caller is away from the principal location. The Customer may place calls from any dual tone multi-frequency phone in the contiguous United States or off-shore United States locations by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

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**DOMESTIC INTERSTATE SERVICE RATES AND CHARGES****"1 Plus" Long Distance Service**

Rate per minute, all time periods

\$0.05

**Calling Card Service****1. Domestic U.S. Calling Card**

Calls placed to and from locations in the contiguous 48 United States

Access Charge, per call

\$1.25

Rate per minute, all time periods

\$0.18

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge

\$0.67

**Pay Telephone Surcharges**

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge

\$0.67

## **Surcharges and Fees**

Customers will be assessed monthly surcharges and fees on the use of interstate, interexchange and international communications services as required and/or permitted by the Federal Communications Commission. These surcharges and fees may include, without limitation, a Universal Service Fund ("USF") Surcharge, a Telephone Relay Service ("TRS") Surcharge, and a North American Numbering Plan ("NANP") Surcharge, which are assessed at a percentage of the Customer's total net interstate and international retail charges (including usage, non-usage, and PICC) after the application of all other discounts and credits. Additional per line surcharges, including without limitation a Local Number Portability ("LNP") Surcharge, may also apply. Surcharges and fees to recover administrative costs associated with ATC's regulatory compliance may also be assessed from time to time. As the level of applicable surcharges and fees are modified by the Federal Communications Commission on an ongoing basis and the level of costs associated with administrative compliance may change, the amount of the surcharges and fees assessed by ATC to Customer are subject to change on an ongoing basis.

### **ADMINISTRATIVE SERVICES FEE**

The Administrative Services Fee is a monthly percentage fee assessed on all monthly recurring charges (MRCs) to recover costs associated with tariff and price guide filings, collections, record maintenance, various state business licenses, various regulatory fees where applicable, general account servicing, and the administrative costs the Company incurs for local, state and federal governmental data gathering, record maintenance, and required reporting. This is not a tax or charge imposed by a governmental entity.

**INTERNATIONAL MESSAGE TELECOMMUNICATION SERVICES**

ATC provides switched access international message telecommunications services, which allow Customers to establish a communications path between two stations by using uniform dialing plans.

Effective September 20, 2018 American Telephone Company, LLC concurs in the international calling rates found in the Windstream Companies International Rates Terms and Conditions document posted online at <http://www.tariffs.net/windstream/>, under the FCC jurisdiction filter.