

**RATES, TERMS AND CONDITIONS DOCUMENT
(RTC DOCUMENT)**

**CONTAINING RATES, TERMS AND CONDITIONS
APPLICABLE TO VOICE SERVICE
FURNISHED BY**

Atlantic Telecom Multimedia Consolidated, LLC

ATLANTIC TELECOM MULTIMEDIA CONSOLIDATED, LLC
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1. AGREEMENT

1.1. **General Application.** These Terms and Conditions of Service (“Terms and Conditions”), together with the current rates and provisions applicable to your calling plan (“Rates” or “Rate Schedules”), constitute your agreement (“Agreement”) with Atlantic Telecom Multimedia Consolidated, LLC (“ATMC”) for any services (other than broadband, video and security services) that you purchase from ATMC (“Services”). The Rate Schedules are incorporated into this Agreement by reference and are a part of this Agreement. You may also obtain information on Rate Schedules or a copy of the current Terms and Conditions in any of the following ways: by calling the ATMC Customer Service number printed on your invoice; by writing to ATMC Customer Service, P.O. Box 3198, Shallotte, NC 28459, or by visiting ATMC.NET. Your enrollment in, use of or payment for the services covered by the Agreement constitutes your acceptance of the Agreement. Contact ATMC immediately to cancel the services if you do not agree to any part of the Agreement.

1.2. **Changes to the Agreement.** ATMC reserves the right to change the terms of the Agreement at any time. You will be provided notice of material changes to Rates and the Terms and Conditions consistent with Section 12.3, which includes posting on the ATMC website. It is your responsibility to ensure that you have the most up-to-date Rate Schedules and Terms and Conditions. Your continued use of the services after any change constitutes your acceptance of the revised Agreement Scope. This Agreement applies to in-state, state-to-state and international calls. State regulations and requirements apply to your intrastate telecommunications services. This Agreement also applies to all calls made on the ATMC network by Casual Callers (these rates may be considerably higher than ATMC’s basic rates or calling plan rates), and by callers using a calling card issued by another Telephone Company.

2. SERVICES

2.1. **Acceptance.** In its sole discretion, ATMC may accept or reject your order for Services for any lawful reason. Before activation of any Service, ATMC may check your credit, verify your identity, charge a deposit, prepayment or other fee to establish or maintain

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Services, or require that you execute any authorizations and verifications it deems necessary. You must have and maintain satisfactory credit to receive and continue to receive Services. For any number of reasons, Services may not be activated immediately.

2.2. Subscribing Through Local Telephone Company. If you select Services through ATMC and you do not select a specific calling plan, you will automatically be put on the ATMC lowest price calling plan. You may contact ATMC to select another calling plan.

2.3. ATMC Services. If you have subscribed to services under this Agreement, ATMC is your carrier for local and long-distance service (including calls within your state, from your state to another state and international calling) and/or local-toll service. Maintaining ATMC as your long distance carrier is a condition for subscribing to services under this Agreement.

3. TAXES. In addition to any applicable Rates, ATMC will invoice you for taxes, fees and other charges as may be required by any federal, state, local or foreign government.

4. SURCHARGES

4.1. Types of Surcharges. In addition to any applicable Rates, ATMC may invoice you the following additional Surcharges which are not taxes or otherwise required by the government: (A) Regulatory Cost Recovery Fee, that helps defray ATMC's overall costs of providing local and long-distance services to consumers and (B) other Surcharges to recover amounts ATMC pays or has paid in support of statutory or regulatory programs (including, but not limited to, state-specific universal service funds, lifeline charges, mandated user fees, telecommunications and deaf relay charges, and other federal and state miscellaneous charges), as well as excise, sales, use, gross receipts or other similar taxes levied by a governing body on ATMC.

4.2. Additional Information. For additional information, including the current amount of most of the Surcharges described above, please see your invoice and go to ATMC.NET.

4.3. Notice of Changes. You will receive notice of changes to most Surcharges described above via posting on ATMC's website location (ATMC.NET). Depending on the circumstances, we may provide additional notice of changes consistent with Section

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12.3. While ATMC will endeavor to provide advance notice of changes, in certain instances it may not be possible. Additional notice, if any, for changes to usage based Surcharges will generally be limited to those that have been assessed the particular Surcharge within 3 months of the change. In most instances, you will not receive additional notice of changes if the Surcharge amount is set by or based on a formula provided by the government or another entity (including taxes and similar fees and charges), and may not receive additional notice if you do not receive an invoice from ATMC

5. PAYMENT OF CHARGES

5.1. **Billing.** (A) Unless you are told otherwise, ATMC will bill you for Services on a monthly basis based on the usage charges in effect when the call is placed and the monthly recurring charges (MRCs) in effect on the last day of your billing cycle. MRCs begin accruing when the Service is available for your use; (B) You may be invoiced a prorated portion of your MRC in the initial month of service. MRCs may be billed in arrears or in advance, depending on the Service, while monthly usage charges are generally billed in arrears; (C) Unless the applicable Rates provide otherwise, ATMC will bill you in whole-minute increments with partial minutes of use rounded up to the next whole minute. You will not be charged for calls that are not answered; (D) If the total for all computed domestic interstate or international call charges includes a fraction of a cent, the fraction will be rounded down to the next whole cent; (E) If your monthly charges net to \$0, you may not be mailed a paper invoice—invoice information will remain available in your account section at ATMC.NET; and (F) A fee of up to \$1 may apply for invoice reprints.

5.2. **Payment Terms.** You agree to pay the Rates applicable to your Services, in addition to any applicable taxes, fees and surcharges. You must pay all undisputed charges in U.S. currency within 30 days of the invoice date. ATMC may charge you a Returned Check Fee, up to the maximum rate allowed by law, if your check, bank draft or electronic funds transfer is returned for insufficient funds.

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5.3. Late Payment or Non-Payment. If you fail to pay us in full by the due date on your billing statement, we may require that you pay us the following additional amounts:

- a) a late fee;
- b) interest calculated on the outstanding balance;
- c) amounts we spend, including reasonable attorney's fees, to collect the money you owe us.

5.4. Disputed Charges. Disputes concerning any charges invoiced must be raised within 90 days of the date of the invoice. You may also request an adjustment for wrong number calls. You accept all charges not disputed within 90 days. To dispute a charge on your invoice, you must follow the procedures in Section 10.

6. USE OF SERVICES. You agree: (A) to ensure compliance with this Agreement by anyone whom you authorize to use the Services, including any specific terms associated with the use of your Services; (B) to comply with any limitations or restrictions imposed by the foreign carriers or agencies when placing international calls; (C) to pay all charges for Services provided under this Agreement including, but not limited to, unauthorized charges incurred on calls placed from your premises or using a calling card or authorization code that ATMC has issued to you; (D) to ensure that your actions and equipment do not directly or indirectly interfere with ATMC's ability to provide Services to others; (E) to comply with all applicable laws and regulations when using our Services and that you will not use our Services in an unlawful, fraudulent or abusive manner, or allow others to do so; (F) to not sell, resell, lease or otherwise distribute our calling card Services to anyone without ATMC's prior written consent; and (G) that, in its sole discretion and without liability to you, ATMC may place restrictions on use of your Services, and immediately (even during a call) disrupt, suspend or terminate your Services without notice for violations, suspected violations or to prevent violations of these terms.

7. TERMINATION OF SERVICES

7.1. By You. For any reason, you may cancel Services at any time by contacting ATMC's business office.

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7.2. **Termination Fees.** If you are subscribed to any Service that requires a term commitment and you cancel your service prior to the term end date, you may be charged a Termination Penalty Fee.

7.3. **By ATMC.** ATMC may discontinue your Services with or without notice, depending on the circumstances, for any reason including but not limited to nonpayment of any amount owed to ATMC or billed by ATMC on behalf of others, including disputed amounts that ATMC determines were validly invoiced.

7.4. **Termination & Payment.** Unless ATMC tells you otherwise, it may take up to 30 days to disconnect your Services; you must pay all charges incurred until disconnection. You will be charged the full MRC for your Services for the month in which your Services terminate. Promotional credits may not be provided on your final invoice.

8. **DISCLAIMER OF WARRANTIES.** ATMC MAKES NO REPRESENTATIONS OF WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES OBTAINED THROUGH ATMC INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES OR DEVICES. ATMC DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND YOU AGREE TO HOLD ATMC HARMLESS FOR ALL SUCH PROBLEMS.

9. LIMITATION OF LIABILITY

9.1. Neither ATMC nor its vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (A) act or omission by you, or another person or company; (B) providing or failing to provide Services, including deficiencies or problems with any equipment, the network or Services (e.g., blocked calls, transmission failures, interruptions in Service, etc.); (C) content or information accessed while using our Services, such as through the Internet; (D) interruption or failure in accessing or attempting to access emergency services, including through 911, E911 or otherwise; or (E) events due to factors beyond our control, including acts of God (including, without

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limitation, weather-related phenomena, fire or earthquake), war, terrorist attacks, riot, strike or orders of governmental authority.

9.2. IF FOR WHATEVER REASON ATMC IS FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICES OBTAINED THROUGH ATMC YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE AMOUNTS YOU ARE CHARGED FOR THE SERVICES DURING THE AFFECTED PERIOD OR IF APPLICABLE, THE COST OF THE EQUIPMENT.

9.3. **No Consequential or Other Damages.** UNDER NO CIRCUMSTANCES IS ATMC LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

10. DISPUTE RESOLUTION

10.1. **Dispute Process.** If you have a dispute with ATMC relating to any matter, you agree to first notify ATMC's Customer Service department at the number listed on your invoice or to write to ATMC Correspondence, P.O. Box 3198, Shallotte, NC, 28459, in an attempt to resolve your dispute. You must describe your dispute and provide ATMC with any supporting documentation. If ATMC has a dispute with you, it will notify you by letter sent to your billing address in an attempt to resolve the dispute. If after following this process either party is unable to resolve its dispute within 60 days of notifying the other party, either party may take the dispute to small claims court if appropriate under the court's rules. Alternatively, either party may pursue the dispute only as set forth below.

10.2. **Mandatory Arbitration of Disputes.** (A) INSTEAD OF SUING IN COURT, YOU AND ATMC AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES AGAINST EACH OTHER ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE

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SERVICES ANY PHONES/EQUIPMENT, OR ADVERTISING, EVEN IF IT ARISES AFTER YOUR SERVICES HAVE TERMINATED, AND INCLUDING CLAIMS YOU MAY BRING AGAINST ATMC'S EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, OR THAT ATMC MAY BRING AGAINST YOU ("CLAIMS"). THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT AND ITS PROVISIONS, NOT STATE LAW, AND GOVERNS ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR ATMC FROM BRINGING APPROPRIATE CLAIMS IN SMALL CLAIMS COURT, BEFORE THE FEDERAL COMMUNICATIONS COMMISSION OR A STATE PUBLIC UTILITIES COMMISSION; AND (B) YOU AND ATMC FURTHER AGREE THAT NEITHER ATMC NOR YOU WILL JOIN ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER PROCEEDING; THAT NO CLAIM EITHER ATMC OR YOU HAS AGAINST THE OTHER SHALL BE RESOLVED ON A CLASS-WIDE BASIS; AND THAT NEITHER ATMC NOR YOU WILL ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE.

- 10.3. **Arbitration Process.** (A) A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with and the arbitrator will be selected according to the rules of either the American Arbitration Association ("AAA"), JAMS or the National Arbitration Forum ("NAF"), or, alternatively, as we may mutually agree. We agree to act in good faith in selecting an arbitrator. The arbitration will be conducted by and under the then-applicable rules of AAA, JAMS or NAF, wherever the arbitration is filed or, if the arbitrator is chosen by mutual agreement of the parties, the then-applicable rules of AAA will apply unless the parties agree otherwise. All expedited procedures prescribed by the applicable rules will apply. However, you and ATMC agree that in no event will an arbitration proceeding be filed, conducted or maintained before any entity or under any entity's rules (including AAA, JAMS, or NAF), if that entity has any policy or rule that is inconsistent with or prevents the enforcement of Section 10.2(B). If the parties are unable to agree on an acceptable

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arbitrator or the rules under which the arbitration will be conducted, either may petition a court for appointment of an arbitrator who will act consistent with this Dispute Resolution section. We agree to pay our respective arbitration costs, except as otherwise required by rules of AAA, JAMS or NAF, as applicable, but the arbitrator can apportion these costs as appropriate based on any reasonable factors (including the burden of the costs on you). The arbitrator's decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction; and (B) if any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

10.4. **Severability of Terms and Waiver of Trial by Jury.** If any portion of this Dispute Resolution Section is determined to be invalid or unenforceable, the remainder of the Section remains in full force and effect; provided, however, that Section 10.2(B) is not severable from the remainder of Section 10. If for any reason Section 10.2(B) is determined to be invalid or unenforceable, all claims will be brought in court, and not resolved through arbitration. YOU AND ATMC AGREE TO WAIVE ALL TRIAL BY JURY FOR ANY CLAIMS BROUGHT AGAINST THE OTHER.

11. PRIVACY

11.1. **Information Obtained Online.** ATMC's privacy policy governing information about you that ATMC obtains over the Internet can be found at ATMC.NET.

11.2. **Customer Proprietary Network Information.** (A) As ATMC provides Services to you, ATMC develops information about the quantity, technical configuration, type, destination and amount of Services you use, and other information found on your bill ("Customer Information"). Under federal law, you have a right, and ATMC has a duty, to protect the confidentiality of your Customer Information. In order to serve you in the most effective and efficient manner, ATMC may use or share your Customer Information with others in the ATMC Family of Companies for purposes of determining and offering other ATMC products and services that may interest you. ATMC is an

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affiliate of Atlantic Telephone Membership Corporation. The Atlantic Telephone Membership Corporation Family of Companies includes the local, long-distance, internet and broadband, video programming, security monitoring and wireless operations of any Atlantic Telephone Membership Corporation, affiliate or joint-venture partners providing communications-related services. ATMC may also disclose, share or permit access to your Customer Information on a limited, as-needed basis with agents and contractors that assist ATMC in providing you with communications-related services. Agents, contractors and joint-venture partners share ATMC's duty to protect your Customer Information. ATMC will not disclose or sell Customer Information to third parties, unless otherwise required to do so by operation of law; (B) Before using your Customer Information for the first time, ATMC will notify you by mail and you will have 30 days from the receipt of the notice (this document serves as ATMC's notice) to tell us that you do not want ATMC using or sharing with others in the ATMC Family of Companies your Customer Information to offer products and services that are unrelated to the Services you currently receive from ATMC; (C) If you would prefer that ATMC not use your Customer Information for this purpose, you may opt-out by calling 1-910-754-4311. (TTY users who are deaf or hard of hearing need to dial 711 to reach their State Relay service. The State Relay operator should then be instructed to connect to ATMC at 1-910-754-4311); (D) ATMC will allow at least 33 days from the mailing of this notice before your approval is assumed; and (E) Your decision to opt-out will not have any impact on your current ATMC services. Also, your decision on whether or not to opt-out is valid until you decide to change it. As such you may, at any time, opt-out or revoke your previous decision to opt-out by calling the number listed in this paragraph.

12. MISCELLANEOUS

12.1. **Performance/Interpretation.** (A) If either you or ATMC waives or fails to enforce any requirement under this Agreement in any one instance, that does not waive that party's right to later enforce that requirement; (B) If any part of this Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect; (C) Section headings are for descriptive, non-interpretive purposes only; (D) You may not assign this Agreement to any other person or entity without ATMC's prior written

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approval, but nothing restricts ATMC's ability to assign this Agreement; and (E) This Agreement (including any referenced Rate Schedules, documents and attachments) makes up the entire agreement between you and ATMC and replaces all prior written or spoken agreements.

12.2. **Governing Law.** This Agreement and all claims relating to the relationship between the parties are governed by federal law and the laws of the State of North Carolina without regard to choice of law principles.

12.3. **Notices.** ATMC may provide you notice as required under this Agreement in at least one of the following ways: postcard or letter mailed to the most recent address on your account, bill message, bill insert, e-mail to an address provided by you, recorded announcement, posting on the ATMC website, call to your billed telephone number and speaking to you or leaving a message, or newspaper advertisement.

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Rate Schedule

I. Rates for Voice Services – Voice Calling Plans

A. Voice Calling Plans

- | | |
|--------------------------------------|---------|
| 1. Unlimited Nationwide Calling Plan | \$44.95 |
| 2. Unlimited Carolinas Calling Plan | \$39.95 |

B. All Calling Plans include the following features:

Calling to and from Customer's Local Calling Area and Mandatory Extended Calling Area, Long Distance Calling to and from the Area(s) as specified by the Calling Plan chosen by Customer, Basic Voicemail, Call Forwarding, Caller ID, Call Return, Call Waiting, Eight (8) Number Speed Dial, Repeat Dialing, Selective Call Acceptance, Selection Call Forwarding, Selective Call Rejection, Three (3) Way Conference Calling.

II. Overage Rates

- A. Per Minute Rate for Calls to Areas Outside of Calling Plan Area \$0.06/minute

III. Special Discounts and Pricing (Bundled Services)

A. The Company may offer discounts to Customers who order and subscribe to more than one service at the same time at the same location. The amount of the discount may be based upon the number of services to which Customer subscribes or a percentage or dollar amount set by the Company. The Company may initiate or discontinue any discount at any time. The Company will provide Customer notice of any discount changes via their website, at least fifteen (15) days prior to the effective date of the change.