

**STATEMENT OF RATES, TERMS, AND CONDITIONS (RTC)  
APPLICABLE TO  
MESSAGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY**

**RANDOLPH TELEPHONE TELECOMMUNICATIONS, INC.  
(RTTI)**

**This RTC document includes the rates, charges, terms, and conditions of service for the provision of interstate, intrastate, and international telecommunications services by RTTI. This document may also include promotional offerings applying to RTTI'S domestic offerings. This RTC states the Company's standard business practices and offerings.**

**MESSAGE TELECOMMUNICATIONS SERVICE**

**TABLE OF CONTENTS**

	<u><b>Page No.</b></u>
<b>Introduction</b>	
Check Sheet .....	8
RTC Format .....	12
Explanation of Symbols .....	13
Definition of terms in this RTC .....	14
<b>Section 1: General .....</b>	<b>22</b>
1.1 Application of Rates, Terms, and Conditions .....	22
<b>Section 2: <u>Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Service</u>.....</b>	<b>23</b>
2.1 Undertaking of the Company .....	23
2.1.A Scope .....	23
2.1.B Limitations .....	23
2.2 Obligations of the Customer.....	24
2.3 Liabilities of the Company .....	27
2.4 Service Orders .....	28
2.5 Charges and Payments for Service or Facilities .....	28
2.5.A Deposits .....	28
2.5.B Payment for Service and Billing Periods .....	29
2.5.C Taxes, Gross Revenue, Gross Income, and Gross Earning Surcharges .....	30
2.5.D Payment and Late Payment Charge .....	31
2.5.E Return Check Charge.....	32

**MESSAGE TELECOMMUNICATIONS SERVICE**

**TABLE OF CONTENTS** (Cont'd.)

**Page No.**

**Section 2: Terms and Conditions – Interstate, Intrastate, and International  
Message Telecommunications Services (Cont'd.)**

2.5.	Charges and Payments for Service or Facilities (Cont'd.)	
2.5.F	Refusal, Suspension or Termination of Service .....	32
2.5.G	Credit Allowance/Service Interruptions.....	33
2.5.H	Service Interruption Measurement .....	33
2.6	Termination or Denial of Service by the Company.....	34
2.7	Miscellaneous Provisions .....	36
2.7.1	Entire Agreement .....	36
2.7.2	Waiver .....	36
2.7.3	Construction .....	36
2.7.4	Dispute Resolution .....	37
2.7.5	Other .....	37

**Section 3: General Classification and Description of the Company's Service -  
Interstate, Intrastate, and International Message Telecommunications  
Services.....** 38

3.1	Service Points .....	38
3.2	Measurements .....	38
3.2.A	Time-of-Day Rate Period.....	38
3.2.B	Availability of Service .....	38
3.2.C	Holiday Rates .....	38
3.3	Timing of Calls .....	38

**MESSAGE TELECOMMUNICATIONS SERVICE**

**TABLE OF CONTENTS** (Cont'd.)

	<b><u>Page No.</u></b>
<b>Section 3: <u>General Classification and Description of the Company's Service - Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)</u></b>	
3.4 Method of Applying Rates .....	39
3.4.A Interstate and Intrastate Message Telecommunications Services .....	39
3.4.B International Message Telecommunications Services .....	40
3.5 Promotional Discounts .....	40
3.6 Dialed Message Telecommunications Services.....	41
3.7 Calling Card Service .....	41
3.8 800 Service .....	42
3.9 Directory Assistance Service .....	42
3.10 Miscellaneous Service .....	42
3.10.A Account Code.....	42
3.10.B Rates .....	42
<b>Section 4: <u>Interstate Rates for Message Telecommunications Service</u>.....</b>	<b>43</b>
4.1 Returned Check Charge .....	43
4.2 Universal Service Fund Charges .....	43
4.3 Directory Assistance Rates .....	43
4.4 Basic Plan: All Interstate Points .....	43
4.5 Flat Rate: All Points.....	44
4.6 Advantage Plan.....	44
4.7 Responsible Dialing Plan .....	45

**MESSAGE TELECOMMUNICATIONS SERVICE**

**TABLE OF CONTENTS** (Cont'd.)

	<b><u>Page No.</u></b>
<b>Section 4: <u>Interstate Rates for Message Telecommunications Services Cont'd.</u></b>	
4.8 800 Service .....	45
4.8.A Monthly Recurring Charge.....	45
4.8.B Reserved for Future Use .....	45
4.8.C Usage Charges.....	45
4.8.C.1 800 Basic Plan: Interstate Points .....	45
4.8.C.2 800 Service Flat Rate Plan: Interstate .....	46
4.8.C.3 800 Service Advantage Plan: Interstate.....	46
4.8.C.4 800 Service Responsible Dialing Plan: Interstate .....	46
4.9 Calling card Service .....	47
4.9.A Availability of Service .....	47
4.9.B 50/17 Plan .....	47
4.9.C 0/25 Plan .....	47
<b>Section 5: <u>Intrastate Rates for Message Telecommunications Service</u></b> .....	<b>47</b>
5.1 Returned Check Charge .....	47
5.2 Universal Service Fund.....	48
5.3 Directory Assistance Rates .....	48
5.4 Basic Plan: All Points in the State of North Carolina.....	48
5.4.A InterLATA calls .....	48
5.4.B IntraLATA calls .....	48
5.5 Flat Rate Plan: All Points in the State of North Carolina (Intrastate).....	48

**MESSAGE TELECOMMUNICATIONS SERVICE**

**TABLE OF CONTENTS** (Cont'd.)

**Page No.**

**Section 5: Intrastate Rates for Message Telecommunications Service (Cont'd)**

5.6	Advantage Plan.....	49
5.7	Responsible Dialing Plan .....	49
5.8	800 Service .....	50
	5.8.A. Monthly Recurring Charges.....	50
	5.8.B Reserved for Future Use .....	50
	5.8.C Usage Charge .....	50
	5.8.C.1 800 Basic Plan: All Points in the State of North Carolina.....	50
	5.8.C.2 800 Flat Rate Plan: All Points in the State of North Carolina.....	50
	5.8.C.3 800 Service Advantage Plan: All points in State of North Carolina...	51
	5.8.C.4 800 Service Responsible Dialing Plan: All points in State of North Carolina .....	51
5.9	Calling Card Service .....	51
	5.9.A. Availability of Service .....	51
	5.9.B 50/17 Plan .....	52
	5.9.C 0/25 Plan .....	52

**Section 6: International Rates for Message Telecommunications Service.....** 52

6.1	Returned Check Charge .....	52
6.2	Universal Service Fund Charges .....	53
6.3	Rate Schedule.....	53
	6.3.A Service to Mexico .....	53
	6.3.B Service to Canada.....	54

MESSAGE TELECOMMUNICATIONS SERVICE

TABLE OF CONTENTS (Cont'd.)

	<u>Page No.</u>
<b>Section 6:..... <u>International Rates for Message Telecommunications Service (Cont'd.)</u></b>	
6.3.C Standard International Service .....	54
6.3.D Calling Card Service.....	62
6.3.D.1 Calling Card Rates and Surcharges for calls made <b>TO</b> international points <b>FROM</b> all domestic points .....	63
6.3.D.2 Calling Card Rates and Surcharges for calls made <b>FROM CANADA &amp; OFF-CONTINENT TO THE 50 UNITED STATES AND OFF-CONTINENT POINTS</b> .....	70
6.3.D.3 Calling Card Rates and Surcharges for calls made <b>FROM CANADA &amp; OFF-CONTINENT TO</b> international points.....	71
6.3.D.4 Calling Card Rates and Surcharges for calls made <b>FROM INTERNATIONAL POINTS TO</b> all domestic points .....	79
6.3.D.5 Calling Card Rates and Surcharges for calls made <b>FROM INTERNATIONAL POINTS TO</b> international points.....	80
6.3.E Inbound 800# Rates .....	81
<b>7. OBSOLETE SERVICE OFFERINGS.....</b>	<b>82</b>

**MESSAGE TELECOMMUNICATIONS SERVICE**

**TABLE OF CONTENTS** (Cont'd,)

**Page No.**

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**CHECK SHEET**

The pages of this RTC are effective as of the date shown at the bottom of the respective pages. Original and revised pages listed below, comprise all changes from the original RTC and are currently in effect as of the date on the bottom of this page.

<b><u>PAGE</u></b>	<b><u>REVISION</u></b>	<b><u>PAGE</u></b>	<b><u>REVISION</u></b>
1	08-01-04	36	Original
2	08-01-04	37	Original
3	08-01-04	38	08-01-04
4	08-01-04	39	08-01-04
5	08-01-04	40	Original
6	09-01-04	41	Original
7	Original	42	Original
8	05-14-07	43	05-14-07
9	05-14-07	44	05-14-07
10	Original	45	08-01-04
11	Original	46	05-14-07
12	08-01-04	47	04-12-05
13	Original	48	05-14-07
14	08-01-04	49	05-14-07
15	08-01-04	50	05-14-07
16	08-01-04	51	05-14-07
17	08-01-04	52	05-14-07
18	08-01-04	53	08-01-04
19	08-01-04	54	08-01-04
20	08-01-04	55	08-01-04
21	08-01-04	56	08-01-04
22	05-14-07	57	04-12-05
23	Original	58	04-12-05
24	Original	59	08-01-04
25	Original	60	04-12-05
26	Original	61	04-12-05
27	Original	62	04-12-05
28	07-01-03	63	09-01-04
29	Original	64	09-01-04
30	Original	65	09-01-04
31	08-01-04	66	09-01-04
32	Original	67	09-01-04
33	Original	68	09-01-04
34	Original	69	09-01-04
35	Original	70	09-01-04

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**CHECK SHEET**

The pages of this RTC are effective as of the date shown at the bottom of the respective pages. Original and revised pages listed below, comprise all changes from the original RTC and are currently in effect as of the date on the bottom of this page.

<b><u>PAGE</u></b>	<b><u>REVISION</u></b>	
71	09-01-04	
72	09-01-04	
73	09-01-04	
74	09-01-04	
75	09-01-04	
76	09-01-04	
77	09-01-04	
78	09-01-04	
79	09-01-04	
80	09-01-04	
81	09-01-04	
82	09-01-04	
83	Original	Deleted(09-01-04)
84	Original	Deleted(09-01-04)
85	Original	Deleted(09-01-04)
86	Original	Deleted(09-01-04)
87	Original	Deleted(09-01-04)
88	Original	Deleted(09-01-04)
89	Original	Deleted(09-01-04)
90	Original	Deleted(09-01-04)
91	Original	Deleted(09-01-04)
92	Original	Deleted(09-01-04)
93	Original	Deleted(09-01-04)
94	Original	Deleted(09-01-04)
95	Original	Deleted(09-01-04)
96	Original	Deleted(09-01-04)
97	Original	Deleted(09-01-04)

**MESSAGE TELECOMMUNICATIONS SERVICE**

**CHECK SHEET**

The pages of this RTC are effective as of the date shown at the bottom of the respective pages. Original and revised pages listed below, comprise all changes from the original RTC and are currently in effect as of the date on the bottom of this page.

**PAGE**

**REVISION**

**PAGE**

**REVISION**

**MESSAGE TELECOMMUNICATIONS SERVICE**

**CHECK SHEET**

The pages of this RTC are effective as of the date shown at the bottom of the respective pages. Original and revised pages listed below, comprise all changes from the original RTC and are currently in effect as of the date on the bottom of this page.

**PAGE**

**REVISION**

**PAGE**

**REVISION**

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**RTC FORMAT**

- A. Page Numbering** – Page Numbers appear in the upper right corner of the page. Pages Are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 35 and 36 would be 35.1.
  
- B. Paragraph Numbering Sequence** – Each level of paragraph coding is subservient to its Next higher level:
  - 2
  - 2.1
  - 2.1.A
  - 2.1.A.1
  - 2.1.A.1.a
  
- C. Check sheets** – When an RTC change is made, an updated check sheet accompanies the Change. The check sheet lists the pages contained in the RTC. When new pages are added, the check sheet is changed to reflect the revision. Refer to the latest check sheet to find out if a particular page is the most current.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**EXPLANATION OF SYMBOLS**

RTC shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To indicate a changed regulation.
- (D) - To indicate a discontinued rate or regulation.
- (I) - To indicate an increase in rate or charge.
- (M) - To indicate material relocated from one page to another without change.
- (N) - To indicate a new rate or regulation.
- (R) - To indicate a reduced rate or charge
- (S) - To indicate a reissued matter.
- (T) - To indicate a change in text but no change in rate or regulation.
- (Z) - To indicate a correction.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**Definitions of terms in this RTC**

**Access Code**

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

**Access Line**

A facility arrangement which connects Customer's location to the underlying carrier's network switching center.

**Access Local Loop**

A dedicated line and related facilities that connect the customer location to the Company's point of Presence (POP). Access Loop facilities are attached at both ends of an end-to-end circuit.

**Account**

The service(s) and telephone numbers of a Customer. An Account may have more than one service or telephone number and/or telephone numbers billed to the same Customer address.

**Account Code**

A numerical code assigned to the customer, to enable the Company to complete calls as authorized by the Customer. Multiple Account Codes may be assigned to the Customer.

**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.

**Automatic Number Identification (ANI)**

The term "ANI" (automatic number identification) refers to the delivery of the calling party's billing number by a local exchange carrier to any interconnecting carrier for billing or routing purposes and to the subsequent delivery of such number to end users (as defined for purposes

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**Definitions of terms in this RTC**

**Automatic Number Identification (ANI) (Cont'd.)**

of the FCC's Part 64, Subpart P, calling party telephone number, "64.1600 through 64.1604"). This RTC also utilizes ANI to mean an individual customer telephone number.

**Authorization Code**

A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided and to identify the Customer for billing purposes. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code. An example of an Authorization Code is a calling card account number and personal identification number.

**Calling Card**

An operator-assisted or automated call in which Customer places a call and requests that the charges for the call be billed to an authorization code rather than to the originating or terminating telephone number.

**Carrier Identification Code (CIC)**

A unique three (3) or four (4) digit code assigned to a carrier and used to identify that carrier for the Local Exchange Carrier and for placing calls on a non-presubscribed basis.

**Casual Calling**

A service whereby the Customer accesses the Company's service by dialing a Company-provided access code prior to placing the call, such as 101XXXX + 1 + area code + destination number

**Collect Call**

An operator-assisted call in which all usage sensitive charges and per call charges for the call are assessed against the called party rather than the calling party.

**Commission**

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**Definitions of terms in this RTC**

**Commission**

The Federal Communications Commission

**Company**

RTTI, unless stated otherwise or clearly indicated by the context.

**Consumer**

A person who is not a Customer initiating any telephone calls using operator services.

**Conversation Minutes**

For billing purposes, calls are billed based on Conversation Minutes, which begin and end as defined in the Company's RTC.

**Customer**

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's RTC.

**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.

**Customer Provided Equipment**

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**Definitions of terms in this RTC**

**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 its orders.

**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

**Equal Access**

October 17, 1990. The ability of the Company to serve customers on a presubscribed basis rather than through the use of dial access codes such as 101XXXX.

**FCC**

The Federal Communications Commission.

**Holidays**

Holidays recognized by Company include New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Initial and Additional Period**

The Initial Period denotes the interval of time allowed for a service at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**Definitions of terms in this RTC**

**LATA**

Local Access and Transport Area. A Geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192, as modified by the FCC.

**Local Exchange Carrier (LEC)**

A telephone company which furnishes local exchange services.

**Mainland**

The lower contiguous 48 states.

**Message Telecommunications Service (MTS)**

The term "Message Telecommunications 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, international points, and all points within the State of North Carolina, as specified herein.

**MTS**

Message Telecommunications Service

**Operator Dialed Call**

An operator-assisted call in which the Customer has the ability to dial all the digits necessary for call completion but instead accesses an operator and requests that the operator complete the call.

**Person-To-Person Call**

A service whereby the person originating the call specifies a particular person, department, extension, or other recognizable entity to be reached.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**Definitions of terms in this RTC**

**Point-Of-Presence (POP)**

The actual (physical) location at which the network of the underlying carrier is accessed within the state or LATA.

**Premises**

The physical space designated by the Customer for the termination of the Company's service.

**Prepaid Calling Service**

A prepaid telecommunications service, which provides Customer with a toll free number and an Authorization Code and allows Customer to originate outbound direct dial long distance calls using Company's service.

**Presubscription**

An arrangement whereby a Customer may select and designate the Company as the carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls.

**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.

**Residential Customer**

For the purpose of this RTC, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling. A Residential customer is also a Customer who accesses the Company's service using an Access Line that has not been assigned a business class of service by the local service provider.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**Definitions of terms in this RTC**

**RTC**

Rates, Terms, and Conditions of the Company which are posted pursuant to Federal laws and regulations.

**Service**

The offerings of the Company comprising interstate, intrastate, and international Message Telecommunications Service and interstate, intrastate, and international Operator Services governed by these Rates, Terms, and Conditions.

**Switched Access**

A method for reaching the Company through the local service provider's switched network whereby the Customer used standard and/or ISDN local lines

**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.

**Terminal Equipment**

Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**Third Number Billed Call**

An operator-assisted call in which customer requests that the charges for the call be billed to a telephone number other than the originating or terminating telephone number.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**Introduction**

**Definitions of terms in this RTC**

**United States**

The forty-eight contiguous states, Alaska, Hawaii, Guam, Puerto Rico, the U. S. Marianas Islands, and the U. S. Virgin Islands.

**USF (Universal Service Fund)**

Telecommunications services provided by the Company for interstate and international calls are subject to an undiscountable monthly Universal Service Fund Fee, payable by the Customer, for telecommunications and information services to schools and libraries and rural health care facilities and subsidy for local service to high cost areas and low income households. The fee may change on a quarterly basis per FCC guidelines.

## MESSAGE TELECOMMUNICATIONS SERVICE

### 1. General

#### 1.1 Application of Rates, Terms, and Conditions

- 1.1.A The rates, terms, and conditions contained within this document hereafter referred to as “Rates, Terms, and Conditions,” are applicable to the provision of Interstate, Intrastate, International, and Message Telecommunications Service (hereinafter collectively referred to as “Service”), by Randolph Telephone Telecommunications, Inc. (hereafter referred to as the “Company”), from its points of presence in the State of North Carolina to domestic and international points and all points within the State of North Carolina, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions.

**By subscribing to, using, accepting or paying for Service from the Company, Customer accepts these Rates, Terms, and Conditions as a binding agreement between the Customer and the Company, and agrees to the prices, charges, terms, and conditions set forth herein. If Customer does not agree to the prices, charges, terms, or conditions set forth herein, the Customer must not use the Service offered by the Company, and must cancel the Service either by immediately contacting the Company in writing and requesting cancellation of the Service or by causing another Interexchange carrier to deliver a valid letter of authorization to Customer’s local exchange company directing that local exchange company to change Customer’s Interexchange service to another Interexchange carrier.**

Changes to these Rates, Terms, and Conditions may be made by the Company upon fifteen (15) days notice to the Customer. The Company may decrease prices without advance notice. Increases to the prices for Service, or changes in the terms and conditions on which the company offers Service are effective no sooner than fifteen (15) days after the Company posts them on its Web site at RTMC.net or RTELCO.net

**Customer’s continued subscription to, use of or payment for the Company’s service after the fifteen (15) day notice of any such changes shall be construed as the Customer’s agreement to the changed rates, terms, and conditions.**

- 1.1.B The provision of such Service by the Company as set forth in these Rates, Terms, and Conditions does not constitute a joint partnership or any other kind of joint undertaking with the Customer for the furnishing of any Service.
- 1.1.C Service may be used for any lawful purpose for which it is technically suited. Service may not be used for unlawful purposes.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**1. General (Cont'd.)**

**1.1 Application of Rates, Terms, and Conditions (Cont'd.)**

1.1D The customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title, and interest to such items remain, at all times, solely with the Company or its underlying carrier or service provider, as appropriate.

1.1.E Recording of telephone conversations transmitted over service provided by the Company under this RTC is prohibited except as authorized by applicable federal, state, and local laws.

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services**

**2.1 Undertaking of the Company**

**2.1.A Scope**

The Company is a carrier providing interstate, intrastate, and international communications services 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, and within the State of North Carolina as described in these Rates, Terms, and Conditions.

**2.1.B Limitations**

2.1.B.1 Service is offered subject to the availability of the necessary facilities and/or equipment, including, but not limited to, billing systems, and subject to the provisions of this RTC. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this RTC.

2.1.B.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this RTC), or when service is used in violation of provisions of this RTC or the law.

2.1.B.3 The Company does not undertake to transmit messages, but offers the use of its service, when available and as more fully set forth elsewhere in this RTC for the transmission of Customer communications. The Company shall not be liable for errors in transmission or for failure to establish connections.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.B. Limitations (Cont'd.)**

2.1.B.4 The Company reserves the right to refuse to process Third Party Billed calls when the Company determines the billed party and/or standard validation techniques do not confirm acceptance

2.1.B.5 The Company reserves the right to refuse to process Calling Card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service.

2.1.B.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of circumstances, the Company's service will be revised accordingly,.

2.1.B.7 Service is offered subject to restrictions imposed upon the Company by any authority having jurisdiction over the Company's provision of service.

2.1.B.8 The Company may require the Customer to sign an application for service form furnished by the Company and to establish credit as provided in this RTC, as a condition precedent to the initial establishment of service. The Company's acceptance of an application or order for service by an applicant whose credit has not been duly established will be subject to the deposit, advance payment and/or refusal of service provisions described in this RTC. The Company may also require a signed authorization from the Customer for additions to or changes in existing service for such Customer. An application for service canceled by the applicant or by the Company prior to the establishment of service is subject to the provisions of this RTC concerning cancellation charges.

2.1.B.9 The customer may not transfer or assign the use of service offered by the Company.

**2.2 Obligations of the Customer**

2.2.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 facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

2.2 Obligations of the Customer (Cont'd.)

- 2.2.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.
- 2.2.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.
- 2.2.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.
- 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage, and expense, including reasonable attorneys' 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; claims for patent infringement arising from combining or connecting the Company's services, facilities, or equipment with services, facilities, equipment, apparatus, or systems of the Customer or the Customer's agents, servants, employees, or customers; all other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company; and any other claim resulting from any act or omission of the Customer relating to the use of the Company's facilities. This provision will continue in full force and effect even after Customer stops receiving Service from the Company.
- 2.2.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 who continues to subscribe to Company's Services will be provided a replacement code in the event such customer's initial code is canceled.
- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by an negligence or willful act or acts on the part of the customer.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

**2.2 Obligations of the Customers (Cont'd.)**

2.2.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 telecommunications services and/or facilities connecting the Customer and the Company.

2.2.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, then to the maximum extent allowed by North Carolina law and the rules of any state or federal regulatory agency having jurisdiction as to the Company, Customer shall be responsible for payment of all reasonable attorneys' fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.

2.2.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:

2.2.J.1 Using the Service for any purpose which is in violation of any law.

2.2.J.2 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.

2.2.J.3 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.

2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, 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.

2.2.K 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.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont’d.)**

2.3 Limitations of Liabilities

- 2.3.A Except as stated in this Section 2.3, 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, or otherwise arising in connection with the Service provided by the Company.
- 2.3.B 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, in any event, 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.
- 2.3.C 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, floods or other catastrophes; (2) explosions, vandalism, cable cut, meteorological phenomena; (3) 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 (4) national emergencies, insurrections, riots, wars, acts of terrorism, supplier failures, shortages, breaches, or delays, preemption of existing service to restore service in compliance with state, federal, or other laws, or labor difficulties.
- 2.3.D The Company shall not be liable for any act of 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.
- 2.3.E In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause of foreseeability thereof.
- 2.3.F If the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company’s services, facilities, or equipment in establishing connection to points not reached by the Company’s services, facilities, or equipment, then the Company shall not be liable for any act or omission of such other common carriers, or other service providers, or their respective agents, servants, or employees.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

2.3 Limitations of Liabilities (Cont'd.)

2.3.G The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.

2.3.H WITH RESPECT TO SERVICE PROVIDED BY THE COMPANY, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED IN THIS RTC, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.4 Service Orders

Customer must complete and deliver to the Company a Long Distance Services Agreement to initiate the Service. Customer can only cancel Service by delivering or causing to be delivered to Company written notice of cancellation. Changes in the Calling Plan provided to Customer pursuant to these Rates, Terms, and Conditions may be either in writing or orally and shall provide, at a minimum, the following information.

2.4.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

2.4.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.

2.5 Changes and Payments for Services or Facilities

2.5.A Deposits

2.5.A.1 The Company may, in order to safeguard its interests, require a Customer to make a suitable 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 two (2) 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.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

2.5 Changes and Payments for Services or Facilities (Cont'd.)

2.5.A Deposits (Cont'd.)

2.5.A.2 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.

2.5.A.3 Interest will be paid by the Company on all sums held on deposit at the rate established statutorily for customer deposits. Beginning with the 91<sup>st</sup> day, the interest will be accrued for the period during which the deposit is held by the Company.

2.5.A.4 The fact that a deposit it made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.

2.5.A.5 Deposit may be applied to the Customer's account at the end of twelve (12) consecutive months of credit history determined to be satisfactory.

2.5.A.6 Upon termination of Service, and assuming deposits of the Customer are not applied as indicated in Section 2.5.A.2, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

2.5.B Payment for Service and Billing Periods

2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by or on behalf of the Customer.

2.5.B.2 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.

2.5.B.3 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 .

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

**2.5 Charges and Payments for Service or Facilities (Cont'd.)**

**2.5.B. Payment for Service and Billing Periods (Cont'd.)**

2.5.B.4 The customer is responsible for payment of all charges for service furnished to or used by the customer, or the customer's agents, servants, employees, or customers. The Customer is also responsible for payment of charges for all other third person use of service to which the Customer subscribes. All charges due from the customer are payable to the Company or to the Company's authorized billing agent in immediately available U. S. dollars. Any objections to billed charges must be reported to the Company or its billing agent in writing within thirty (30) days after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate

2.5.B.5 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed and shall be the obligation of the Customer. The Customer is responsible for all calls placed via the Customer's Authorization Code, whether such use is a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company in writing of the loss, theft, or other breach of security of such Authorization Codes.

2.5.B.6 The Customer shall be responsible for payment or rates and charges for all calls placed by or through Customer's equipment by any person. In particular and without limitation of the foregoing, the Customer is responsible for payment of rates and charges for any calls placed by or through the Customer's equipment via any remote access features.

**2.5.C Taxes, Gross Revenue, Gross Income, Gross Earnings Surcharges, and Fees**

2.5.C.1 Sales tax is covered by state statute and other applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of a state or federal regulatory agency having jurisdiction as to the Company.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

**2.5.C Taxes, Gross Revenue, Gross Income, Gross Earnings Surcharges, and Fees (Cont'd.)**

2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges, or special charges, the Customer as identified in these Rates, Terms, and Conditions shall also be responsible for and shall pay all applicable federal, state, and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes associated with the Company's provision of Service to Customer. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

2.5.C.3 Telecommunications services provided by the Company for interstate and international calls are subject to an undiscountable monthly Universal Service Fund Fee, payable by the Customer, for telecommunications and information services to schools and libraries and rural health care facilities and subsidy for local service to high cost areas and low income household. The fee may change on a quarterly basis per FCC guidelines.

2.5.C.4 In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997, (FCC 97-371), unless otherwise stated in this, an undiscountable per call charge is applicable to all calls that originate from any domestic pay telephone not served by a line presubscribed to the Company used to access the Company's services on a dial-around basis. The Pay Telephone Surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

**2.5.D Payment and Late Payment Charge**

2.5.D.1 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 or regulation may be applied to all amounts past due.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

2.5.D Payment and Late Payment Charge (Cont'd.)

2.5.D.2 Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.

2.5.D.3 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 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.D.4 The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or customer. Subject to pertinent federal and state laws, rules, and regulations the Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.

2.5.E Returned Check Charge

For Customers whose payment by check or draft is returned for insufficient funds, or is not accepted by the institution upon which it is written, there will be a charge of \$20.00 as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

2.5.F Refusal, Suspension, or Termination of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the cancellation of service for charges incurred before cancellation. The Customer shall pay such bills in full in accordance with the payment terms of this RTC.

The Customer may have service canceled upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Cancellation of service may be subject to early termination liability obligations set forth in this RTC.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

**2.5.G Credit Allowance/Service Interruptions**

- 2.5.G.1 Should Customer be unable to originate interstate, intrastate, or international long distance calls as a result of some failure in the Service provided by the Company, and if the Customer subscribes to a Calling Plan offered by the Company which requires a monthly “buy in” fee on a per account or per line basis, then Customer shall be entitled to a credit on Customer’s bill as provided for in Sections 2.5.G and 2.5.H.
- 2.5.G.2 Subject to the provisions of Section 2.5.H, credit allowances for failure of Service do not start until the Customer notifies the Company of the failure.
- 2.5.G.3 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.
- 2.5.G.4 Any credit provided to the Customer under these Rates, Terms, and Conditions shall be determined in accordance with the provisions of Section 2.5.H.

**2.5.H Service Interruption Measurement**

- 2.5.H.1 In the event of an interruption of Service to a Customer who subscribes to a calling plan offered by the Company which requires a monthly “buy in” fee on a per account or per line basis, the Company shall make a credit adjustment at the Customer’s request for a pro rata adjustment of all such “buy in” charges billed by the Company for Services rendered inoperative by the interruption. The credit will be computed by dividing the duration of the period in which Customer cannot use the Service as such period is 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 monthly “buy in” fee on a per account or per line basis which the Customer is paying at that time.
- 2.5.H.2 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.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

**2.6 Termination or Denial of Service by the Company**

2.6.A The Company may, subject to pertinent federal and state laws, rules, and regulations, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer.

2.6.A.1 In the event such customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of these Rates, Terms, and Conditions or applicable law; or

2.6.A.2 In the event a 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

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

2.6.A.4 Service may be suspended by the Company, without prior notice to the Customer, by blocking traffic and all services to certain cities, countries, NPA-NXX exchanges, or individual telephone numbers, or by blocking calls using certain Customer Calling Cads when the Company deems it necessary to take such action to prevent unlawful or fraudulent use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new Calling Card numbers and authorization codes to replace ones that have been deactivated.

2.6.A.5 For violation of law or this RTC, except as provided elsewhere in this RTC: subject to pertinent federal and state laws, rules, and regulations, the Customer shall be subject to refusal, suspension, or cancellation of service, without prior notice, for any violation of terms of this RTC, for any actual or apparent violation of any law, rule, regulation, order, decree, or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

2.6 Termination or Denial of Service by the Company (Cont'd)

2.6.A.6 For the Company to comply with any order or request of any governmental authority having jurisdiction -- the Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.

2.6.A.7 For unauthorized or unlawful use of Calling Card numbers and Authorization Codes -- Calling Card Numbers and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without prior notice.

2.6.A.8 The Company may refuse, suspend, or cancel service immediately and without prior notice in the event of excessive network usage which is determined to be fraudulent.

2.6.A.9 Without prior notice in the event of the Customer or the Customer's authorized user's use of equipment in such a manner as to adversely affect the Company's facilities and/or equipment or service to others.

2.6.A.10 Without prior notice in the event of tampering with the facilities and/or equipment or services owned by the Company or its suppliers and used to provide service under this RTC.

2.6.A.11 Without prior notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use.

2.6.B The Company may refuse, suspend, or cancel service under the following conditions provided that, unless otherwise stated in this RTC, existing Customers shall be given fifteen (15) days written notice to comply with any rule or remedy any deficiency.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

2.6 Termination or Denial of Service by the Company (Cont'd)

2.6.B.1 Company reserves the right to refuse, suspend, or cancel service for applicants or customers who cannot show reasonable credit-worthiness or cannot satisfy deposit requirements set forth in this RTC.

2.6.B.2 For nonpayment: the Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend, or cancel service without incurring any liability when there is an unpaid balance for service that is more than 30 days over due.

2.6.B.3 For use of service for any purpose other than that described in this RTC for the application for service.

2.6.B.4 For neglect or refusal to provide reasonable access to the Company or its agents, employees, or contractors for the purpose of inspection and maintenance of facilities and/or equipment owned by the Company or its suppliers and used to provide service under this RTC.

2.7 Miscellaneous Provisions

2.7.1 **Entire Agreement.** This document constitutes the entire and final agreement between Company and Customer relating to the Service, and there are no other agreements or understandings between or among them regarding the matter except as set forth therein. The terms of this Agreement are contractual and not a mere recital. Furthermore, the terms of this Agreement supersede any prior agreements and understanding between Company and Customer regarding the Service. No employee of Company, purporting to act on behalf of the Company, is authorized to make any oral modifications of the terms and conditions on which company offers or provides Service to Customer

2.7.2 **Waiver.** No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.

2.7.3 **Construction.** This Statement of Rates, Terms, and Conditions, its application or interpretation, shall be governed exclusively by its terms and the law of the State of North Carolina, without giving effect to its conflict of laws principles, regardless of the domicile of any party. No provision of this document shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**2. Terms and Conditions – Interstate, Intrastate, and International Message Telecommunications Services (Cont'd.)**

2.7 Miscellaneous Provisions (Cont'd.)

2.7.4 **Dispute Resolution.**

**It is important that you read this entire section carefully. This section provides for resolution of any disputes between Customer and the Company through final and binding arbitration before a neutral arbitrator, instead of in a court by a judge or jury or through a class action. You continue to have certain rights to obtain relief from a state or federal regulatory agency.**

Any controversy or claim arising out of or relating to the provision of Service by the Company (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory), shall be subject to final and binding arbitration as provided for herein. The arbitration process will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, *et seq.* The arbitration of any dispute involving \$10,000 or less shall be conducted in accordance with the Consumer Arbitration Rules of the American Arbitration Association, as modified by this document, in effect at the time such dispute is submitted to arbitration. The arbitration of any dispute involving more than \$10,000 shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified by this document, in effect at the time such dispute is submitted to arbitration. In conducting the arbitration, and making any award, the arbitrator shall be bound by and strictly enforce the provision of this Statement of Rates, Terms, and Conditions and may not limit, expand or otherwise modify its terms.

2.7.5 **Other.** The Company reserves the right to discontinue service, limit service, or to impose requirements on customers as required to meet changing regulations, rules, or standards of any regulatory agency with jurisdiction over the Company.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**3. General Classification and Description of the Company's Service – Interstate, Intrastate, and International Message Telecommunications Services**

**3.1 Service Points**

3.1.A The Company provides originating Service from points in the United States, including the State of North Carolina to points identified in these Rates, Terms, and Conditions.

3.1.B The Company provides terminating Service from points identified in these Rates, Terms, and Conditions to points in the United States and all points within the State of North Carolina.

3.1.C The Company provides originating Service from points in the United States to international points identified in these Rates, Terms, and Conditions.

**3.2 Measurements**

**3.2.A Time-of-Day Rate Period**

Time-of-Day Rate Periods are reflected as Peak and Off-Peak with the rates found in Sections 4, 5, and 6 herein.

**3.2.B Availability of Service**

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

**3.2.C Holiday Rates**

3.2.C.1 During the following officially recognized holidays, Off-Peak Rates will be applicable for interstate and intrastate calls during all hours.

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

**3.3 Timing of Calls**

3.3.A Unless otherwise indicated in these Rates, Terms, and Conditions, interstate and intrastate calls are timed by the Company in thirty (30) second increments. International calls are timed in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if the Company determines such a call was charged in error, will be credited by the Company to the Customer. "Ring-no-answer" calls do not include calls

**MESSAGE TELECOMMUNICATIONS SERVICE**

**3. General Classification and Description of the Company's Service – Interstate, Intrastate, and International Message Telecommunications Services**

3.3 Timing of Calls Cont'd.)

3.3.A (Cont'd)

completed to any answering machine, pager, voice mail, answering service or other similar device or service. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. The time between the starting event and the terminating event is the call duration. The minimum call duration for a completed interstate or intrastate call is thirty (30) seconds, unless otherwise indicated in these Rates, Terms, and Conditions. The minimum call duration for a completed international call is sixty (60) seconds, unless otherwise indicated in these Rates, Terms, and Conditions.

3.3.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.

3.3.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.

3.3.D Upon receiving reasonable and adequate notice of billing from a Customer that the Customer was billed for a "ring-busy" or a "ring-no-answer" call, the Company may issue a credit in an amount equal to the charge for that call. Any call which is in progress longer than 30 seconds is deemed to have been answered.

3.3.E Unless otherwise indicated in these Rates, Terms, and Conditions, Interstate and Intrastate Telecommunications Service rates are 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.

3.3.F The time of day at the calling party rate center determines what Time-of-Day rate period applies.

3.4 Method of Applying Rates

3.4.A Interstate and Intrastate Message Telecommunications Services

3.4.A.1 Calls that begin in one rate period and terminate in another will be billed at the rate in effect for the rate period at the time the call is originated.

**MESSAGE TELECOMMUNICATIONS SERVICE**

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

**3.4 Method of Applying Rates (Cont'd.)**

**3.4.A Interstate and Intrastate Message Telecommunications Services (Cont'd.)**

3.4.A.2 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 thirty (30) second increment.

**3.4.B International Message Telecommunications Services**

3.4.B.1 Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.

3.4.B.2 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.

**3.5 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.

**3.5.A PIC Waiver Promotion**

This promotion is available to new Customers who presubscribe to the Company's domestic interstate and intrastate message telecommunication service.

The Company will incur the Primary Interexchange Carrier ("PIC") and the Secondary Interexchange Carrier ("PIC2") charge directly on the Customer's behalf. The Company will issue a \$5.00 credit per line to the Customer's account.

The PIC Waiver Promotion may be combined with other promotional offers for which the Customer is eligible.

**MESSAGE TELECOMMUNICATIONS SERVICE**

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

**3.6 Dialed Message Telecommunications Services**

3.6.A Dialed Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing interstate, intrastate, and international communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, 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 "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer's security code.

3.6.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.

3.6.C All Customers shall be charged the rates identified in Section 4, 5, and 6 herein.

3.6.D Intrastate points include all points within the State of North Carolina.

**3.7 Calling Card Service**

3.7.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, international points, and all points within the State of North Carolina through the use of a specific "1-800" telephone 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. The definition of "ring-no-answer" set forth in Section 3.3.A hereof shall apply to calling card service as well. 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 made via calling card is sixty (60) seconds, unless otherwise specified.

3.7.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.

3.7.C The rates for this service are provided for in Sections 4, 5, and 6 herein.

**MESSAGE TELECOMMUNICATIONS SERVICE**

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

**3.8 800 Service**

- 3.8.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.
- 3.8.B The Company may from time to time 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.
- 3.8.C Any Customer ordering 800 Service from the Company specifically agrees that regardless of the method in which a Toll Free Number is requested and otherwise assigned to a customer, that customer will not seek any remedy from the Company, including, but not limited to, any remedy based on a theory of detrimental reliance or otherwise that such Toll Free Number(s) are found not to be available for Customer's use. RTTI's Toll Free Numbers shall not be sold, bartered, brokered, or otherwise released by a Customer for a fee or other consideration (Toll Free Number Trafficking). Any attempt by a Customer to engage in Toll Free Number Trafficking shall be grounds for reclamation by the Company for reassignment of the Toll Free Number(s) assigned to the Customer.

**3.9 Directory Assistance Service**

- 3.9.A The Company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers in the United States and all points within the State of North Carolina
- 3.9.B All customers shall be charged the rates identified in Sections 4 and 6.

**3.10 Miscellaneous Service**

**3.10.A Account Codes**

Two types of Account Codes are offered, validated and non-validated. Non-validated Account Codes only require the correct number of digits for call completion. Validated Account Codes must have each digit validated by the network before call completion.

3.10.B Rates	<u>Non Recurring</u>	<u>Monthly Recurring</u>
Non-Validated	\$10.00	\$ 5.00
Validated		
1 - 100	\$20.00	\$10.00
101 - 1000	\$20.00	\$25.00
Per Additional 1000	\$20.00	\$25.00

**MESSAGE TELECOMMUNICATIONS SERVICE**

**4. INTERSTATE Rates for Message Telecommunications Service**

**4.1 Returned Check Charge**

Customers whose payment by check or draft is returned for insufficient funds, or is not accepted by the institution, 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
--------------	---------

**4.2 Universal Service Fund Charges**

Each customer may be charged a monthly Universal Service Fund charge percentage for all interstate telecommunications charges that are provided for within these Rates, Terms, and Conditions. The service charge will be calculated by multiplying the total monthly interstate telecommunications charges by the percentage in effect when the calls were made.

**4.3 Directory Assistance Rates:**

Available to All Domestic Points: \$0.75 per call

**4.4 Basic Plan: All Interstate Points**

Rates for Direct Dialed Interstate Message Telecommunications Services for residential and business customers for all domestic points. These calls are timed by the Company in thirty (30) second increments. The rates are as follows:

<b>Peak<sup>1</sup></b>	<b>Off-Peak<sup>2</sup></b>
Per Minute \$0.15	Per Minute \$0.10

<sup>1</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

<sup>2</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**4. INTERSTATE Rates for Message Telecommunications Service**

**4.5 Economy Rate: All Points**

Rates for Direct Dialed Interstate Message Telecommunications services for residential and business customers for all domestic points. This plan has a \$3.95 non-discountable monthly fee per line. These calls are timed by the Company in thirty (30) second increments. The minimum call duration for a completed call is thirty (30) seconds. The rates are as follows:

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Interstate</b>
Monthly Fee	\$3.95
Per Minute	\$0.10

**4.6 Advantage Plan**

Rates for Direct Dialed Interstate Message Telecommunications services for residential and business customers for all interstate points. This plan has a \$4.95 non-discountable monthly fee per line. These calls are timed by the Company in thirty (30) second increments. The minimum call duration for a completed call is sixty (60) seconds. The rates are as follows:

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Interstate</b>
Monthly Fee	\$4.95
Per Minute	\$0.07

<sup>1</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

<sup>2</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**4. INTERSTATE Rates for Message Telecommunications Service (Cont'd.)**

**4.7 Responsible Dialing Plan**

Rates for Direct Dialed Interstate Message Telecommunications services for residential and business customers for all interstate points. This plan has a \$5.95 non-discountable monthly fee per line or a \$9.95 non-discountable monthly fee per two (2) lines. These calls are timed by the Company in thirty (30) second increments. The minimum call duration for a completed call is sixty (60) seconds. The rates are as follows:

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Interstate</b>
Monthly Fee	\$5.95 per line
Monthly Fee	\$9.95 per 2 lines
Per Minute	\$0.06

**4.8 800 Service**

**4.8.A Monthly Recurring Charge**

In addition to the Usage Charge described in this Section, there shall be assessed a monthly charge per account for each 800 Service terminating line at the rates specified below:

<b>Per Month</b>	<b>\$5.00</b>
------------------	---------------

**4.8.B Reserved for Future Use**

**4.8.C Usage Charges**

**4.8.C.1 800 Basic Plan: Interstate Points**

<b>Peak<sup>1</sup></b>		<b>Off-Peak<sup>2</sup></b>	
Per Minute	\$0.15	Per Minute	\$0.10

<sup>1</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

<sup>2</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**4. INTERSTATE Rates for Message Telecommunications Service (Cont'd.)**

**4.8 800 Service (Cont'd.)**

**4.8.C.2 800 Service Flat Rate Plan: Interstate**

This plan has a \$4.50 non-discountable monthly fee per account. These calls are timed by the Company in thirty (30) second increments. The minimum call duration for a completed call is thirty (30) seconds. The rates are as follows:

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Interstate</b>
Monthly Fee	\$4.50 <sup>3</sup>
Per Minute	\$0.11

**4.8.C.3 800 Service Advantage Plan: Interstate**

This plan has a \$4.95 non-discountable monthly per line fee. These calls are timed by the company in thirty (30) second increments. The minimum call duration for a completed call is sixty (60) seconds. The rates are as follows:

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Interstate</b>
Monthly Fee	\$4.95 <sup>3</sup>
Per Minute	\$0.08

**4.8.C.4 800 Service Responsible Dialing Plan: Interstate**

This plan has a \$5.95 non-discountable monthly fee per line or a \$9.95 non-discountable monthly fee per two (2) lines. These calls are timed by the company in thirty (30) second increments. The minimum call duration for a completed call is sixty (60) seconds. The rates are as follows:

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Interstate</b>
Monthly Fee	\$5.95 <sup>3</sup> per line or \$9.95 <sup>3</sup> per 2 lines
Per Minute	\$0.07

<sup>1</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

<sup>2</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays.

<sup>3</sup> Monthly fee may not apply if line is also subscribed to applicable 1+ plan.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**4.9 Calling Card Service:**

**4.9.A. Availability of Service**

The Company issues the Randolph Telephone Telecommunications, Inc. Calling Card, and also allows Customers to utilize the line-based Calling Cards of other local exchange carriers. Different pricing applies to the utilization of other carriers' line-based Calling Cards.

**4.9.B 50/17 Plan**

Randolph Telephone Telecommunications, Inc. Calling Card calls completed with the RTTI Calling Card are available at the rates specified below, including a surcharge<sup>1</sup>. These calls are timed by the company in one (1) minute increments. The minimum call duration for a completed call is one (1) minute.

<b>Peak<sup>2</sup> &amp; Off-Peak<sup>3</sup></b>	<b>Interstate</b>
Surcharge	\$0.50
Per Minute	\$0.17

RTTI Calling Card calls made from a payphone will be assessed an additional \$0.54 payphone provider surcharge.

**4.9.C 0/25 Plan**

Randolph Telephone Telecommunications, Inc. Calling Card Calls completed with the RTTI. Calling Cards are available at the rates specified below without a surcharge<sup>1</sup>. These calls are timed by the company in one (1) minute increments. The minimum call duration for a completed call is one (1) minute.

<b>Peak<sup>2</sup> &amp; Off-Peak<sup>3</sup></b>	<b>Interstate</b>
Per Minute	\$0.25

RTTI Calling Card calls made from a payphone will be assessed an additional \$0.54 payphone provider surcharge.

**5. INTRASTATE Rates for Message Telecommunications Service**

**5.1 Returned Check Charge**

<sup>1</sup> Surcharges applied by other carriers will be passed on to the customer.

<sup>2</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

<sup>3</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays

**MESSAGE TELECOMMUNICATIONS SERVICE**

Customers whose payment by check or draft is returned for insufficient funds, or is not accepted by the institution, 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.

**5. INTRASTATE Rates for Message Telecommunications Service (Cont'd.)**

5.1 Returned Check Charge (Cont'd.)

<b>Per Occasion</b>	<b>\$25.00</b>
---------------------	----------------

5.2 Universal Service Fund Charges

Not applicable for Intrastate calls.

5.3 Directory Assistance Rates

Available to all points in the State of North Carolina: \$0.75 per call

5.4 **Basic Plan:** All Points in the State of North Carolina (Intrastate)

Rates for Direct Dialed Intrastate Message Telecommunications Services for residential and business customers for all points in the State of North Carolina. These calls are timed by the Company in thirty (30) second increments. The rates are as follows:

5.4.A **InterLATA** Calls

<b>Peak<sup>1</sup></b>	<b>Off-Peak<sup>2</sup></b>
Per Minute - \$0.20	Per Minute - \$0.15

5.4.B **IntraLATA** Calls

<b>Peak<sup>1</sup></b>	<b>Off-Peak<sup>2</sup></b>
Per Minute - \$0.20	Per Minute - \$0.15

5.5 **Economy Rate Plan:** All Points in the State of North Carolina (Intrastate)

Rates for Direct Dialed Intrastate Message Telecommunications Services for residential and business customers for all points in the State of North Carolina. This plan has a nondiscountable monthly fee per line of \$3.95. These calls are timed by the

<sup>1</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

<sup>2</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays

**MESSAGE TELECOMMUNICATIONS SERVICE**

Company in thirty (30) second increments. The minimum call duration for a completed call is thirty (30) seconds. The intrastate rate is as follows:

**5. INTRASTATE Rates for Message Telecommunications Service (Cont'd.)**

**5.5 Economy Rate Plan: All Points in the State of North Carolina (Intrastate) (Cont'd.)**

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Intrastate</b>
Monthly Fee	\$3.95
Per Minute	\$0.12

**5.6 Advantage Plan**

Rates for Direct Dialed Intrastate Message Telecommunications Services for residential and business customers for all points in the State of North Carolina. This plan has a \$4.95 non-discountable monthly fee per line. These calls are timed by the Company in thirty (30) second increments. The minimum call duration for a completed call is sixty (60) seconds. The rates are as follows:

<b>Peak<sup>1</sup> Off-Peak<sup>2</sup></b>	<b>Intrastate</b>
Monthly Fee	\$4.95
Per Minute	\$0.11

**5.7 Responsible Dialing Plan**

Rates for Direct Dialed Intrastate Message Telecommunications Services for residential and business customers for all points in the State of North Carolina. This plan has a \$5.95 non-discountable monthly fee per line or a \$9.95 non-discountable monthly fee per two (2) designated lines. These calls are timed by the Company in thirty (30) second increments. The minimum call duration for a completed call is sixty (60) seconds. The rates are as follows:

<b>Peak<sup>1</sup>&amp; Off-Peak<sup>2</sup></b>	<b>Intrastate</b>
Monthly Fee	\$5.95 per line
Monthly Fee	\$9.95 per 2 lines
Per Minute	\$0.10

<sup>1</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

**MESSAGE TELECOMMUNICATIONS SERVICE**

<sup>2</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays

**5. INTRASTATE Rates for Message Telecommunications Service (Cont'd.)**

**5.8 800 Service**

**5.8.A Monthly Recurring Charge**

In addition to the Usage Charge described in this Section, there shall be assessed a monthly charge per account for each 800 Service terminating line. This charge is a single flat rate for both intrastate and interstate. The charge is listed at Section 4.8.

**5.8.B Reserved for Future Use**

**5.8.C Usage Charges**

**5.8.C.1 800 Basic Plan: All Points in the State of North Carolina**

<b>InterLATA</b>	<b>Peak<sup>1</sup></b>	<b>Off-Peak<sup>2</sup></b>
Per Minute	\$0.20	\$0.15
<b>IntraLATA</b>		
Per Minute	\$0.20	\$0.15

**5.8.C.2 800 Flat Rate Plan: All Points in the State of North Carolina**

Rates for intrastate 800 Service Flat Rate Plan for residential and business customers for all points in the State of North Carolina. This plan has a nondiscountable monthly fee per account of \$4.50. These calls are timed by the Company in thirty (30) second increments. The minimum call duration for a completed call is thirty (30) seconds. The intrastate rate is as follows:

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Intrastate</b>
Monthly Fee	\$4.50 <sup>3</sup>
Per Minute	\$0.13

<sup>1</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

<sup>2</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays

<sup>3</sup> Monthly fee may not apply if line is also subscribed to applicable 1+ plan.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**5. INTRASTATE Rates for Message Telecommunications Service (Cont'd.)**

**5.8.C Usage Charges (Cont'd.)**

**5.8.C.3 800 Service Advantage Plan: All Points in State of North Carolina**

This plan has a \$4.95 non-discountable monthly per line fee. These calls are timed by the company in thirty (30) second increments. The minimum call duration for a completed call is sixty (60) seconds. The rates are as follows:

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Intrastate</b>
Monthly Fee	\$4.95 <sup>3</sup>
Per Minute	\$0.12

**5.8.C.4 800 Service Responsible Dialing Plan: All Points in State of North Carolina**

This plan has a \$5.95 non-discountable monthly fee per line or a \$9.95 non-discountable monthly fee per two (2) lines. These calls are timed by the company in thirty (30) second increments. The minimum call duration for a completed call is sixty (60) seconds. The rates are as follows:

<b>Peak<sup>1</sup> &amp; Off-Peak<sup>2</sup></b>	<b>Intrastate</b>
Monthly Fee	\$5.95 <sup>3</sup> per line or
Monthly Fee	\$9.95 <sup>3</sup> per 2 lines
Per Minute	\$0.11

**5.9 CALLING CARD SERVICE**

**5.9.A Availability of Service**

The Company issues the Randolph Telephone Telecommunications, Inc. Calling Card, and also allows Customers to utilize the line-based Calling Cards of other local exchange carriers. Different pricing applies to the utilization of other carriers' line-based Calling Cards.

<sup>1</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

<sup>2</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays

<sup>3</sup> Monthly fee may not apply if line is also subscribed to applicable 1+ plan.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**5. INTRASTATE Rates for Message Telecommunications Service (Cont'd.)**

**5.9 CALLING CARD SERVICE**

**5.9.B 50/17 Plan**

Randolph Telephone Telecommunications, Inc. Calling Card calls completed with the RTTI Calling Cards are available at the rates specified below, including a surcharge<sup>1</sup>. These calls are timed by the company in one (1) minute increments. The minimum call duration for a completed call is one (1) minute.

<b>Peak<sup>2</sup> &amp; Off-Peak<sup>3</sup></b>	<b>Interstate</b>
Per Minute	\$0.17
Surcharge	\$0.50

RTTI Calling Card calls made from a payphone will be assessed an additional \$0.54 payphone provider surcharge.

**5.9.C 0/25 Plan**

Randolph Telephone Telecommunications, Inc. Calling Card calls completed with RTTI Calling Cards are available at the rates specified below without a surcharge<sup>1</sup>. These calls are timed by the company in one (1) minute increments. The minimum call duration for a completed call is one (1) minute.

<b>Peak<sup>2</sup>&amp; Off-Peak<sup>3</sup></b>	<b>Intrastate</b>
Per Minute	\$0.25

RTTI Calling Card calls made from a payphone will be assessed an additional \$0.54 payphone provider surcharge.

**6. INTERNATIONAL Rates for Message Telecommunications Service**

**6.1 Returned Check Charge**

Customers whose payment by check or draft is returned for insufficient funds, or is not accepted by the institution, 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.

<b>Per Occasion</b>	<b>\$25.00</b>
---------------------	----------------

<sup>1</sup> Surcharges applied by other carriers will be passed on to the customer.

**MESSAGE TELECOMMUNICATIONS SERVICE**

<sup>2</sup> Peak rates apply Monday through Friday 7:00 a.m. to, but not including, 7:00 p.m.

<sup>3</sup> Off-Peak rates apply Monday through Friday 7:00 p.m. to, but not including, 7:00 a.m., all day Saturday, Sunday, and holidays

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.2 Universal Service Fund Charges**

This service charge may apply to all International telecommunications charges that are provided for within this RTC. The service charge will be calculated by multiplying the total monthly International telecommunications charges by the percentage in effect when the calls were made.

**6.3 Rate Schedules**

**6.3.A Service to Mexico**

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

1+Residential & Business Rates to Mexico

BAND	BASIC RATE PLAN <sup>1</sup>	FLAT RATE PLAN <sup>2</sup>
1	\$.19/minute	\$.15/minute
2	\$.19/minute	\$.15/minute
3	\$.19/minute	\$.15/minute
4	\$.19/minute	\$.15/minute
5	\$.19/minute	\$.15/minute
6	\$.19/minute	\$.15/minute
7	\$.19/minute	\$.15/minute
8	\$.19/minute	\$.15/minute

<sup>1</sup> The RTTI Basic Rate Plan includes a per minute usage charge only. There is no nondiscountable monthly fee per account

<sup>2</sup> The RTTI Flat Rate Plan includes a nondiscountable monthly fee of \$3.00 per account, in addition to a per minute usage charge. The calls are timed by the Company in sixty (60) second increments. The minimum call duration for a completed call is sixty (60) seconds.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules**

**6.3.B Service to Canada**

Direct Dialed Rates for International Message Telecommunication Service

1+ Residential & Business Rates to Canada

Basic Rate Plan <sup>1</sup>	Flat Rate Plan <sup>2</sup>
\$0.13/minute	\$0.11/minute

**6.3.C Standard International Service**

Direct Dialed Rates for International Message Telecommunication Service

1+ International Rates (For Calls) Made From The Domestic U.S.

Basic Rate Plan <sup>1</sup>	Flat Rate Plan <sup>2</sup>
------------------------------	-----------------------------

---

<sup>1</sup> The RTTI Basic Rate Plan includes a per minute usage charge only. There is no nondiscountable monthly fee per account

<sup>2</sup> The RTTI Flat Rate Plan includes a nondiscountable monthly fee of \$3.00 per account, in addition to a per minute usage charge. The calls are timed by the Company in sixty (60) second increments. The minimum call duration for a completed call is sixty (60) seconds.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.C Standard International Service (Cont'd.)**

COUNTRY	COUNTRY CODE	RTTI BASIC RATE PLAN	RTTI FLAT RATE PLAN
Afghanistan	930	2.75	2.17
Albania	355	0.41	0.33
Algeria	213	0.67	0.53
Amer. Samoa	684	0.39	0.31
Andorra	376	0.21	0.17
Andorra Mobile		1.01	0.80
Angola	244	0.50	0.40
Anguilla	264	0.59	0.47
Antarctica	672	1.13	0.89
Antigua	268	0.56	0.44
Argentina	540	0.34	0.27
Armenia	374	1.12	0.89
Aruba	297	0.43	0.34
Ascension Island	247	1.36	1.07
Australia	610	0.17	0.13
Australia Ext.	762	.52	0.41
Austria	430	0.25	0.20
Azerbaijan	994	0.52	0.41
Bahamas	242	0.30	0.24
Bahrain	973	0.64	0.50
Bangladesh	880	0.96	0.76
Barbados	246	0.49	0.39
Belarus	375	0.57	0.45
Belgium	320	0.15	0.12
Belize	501	0.50	0.39
Benin	229	0.94	0.74
Bermuda	441	0.26	0.20
Bhutan	975	0.56	0.44
Bolivia	591	0.56	0.45
Bosnia	387	0.52	0.41
Botswana	267	0.39	0.31
Brazil	550	0.24	0.19
British Virgin Islands	284	0.40	0.31
Brunei	673	0.53	0.41
Bulgaria	359	0.42	0.33

**MESSAGE TELECOMMUNICATIONS SERVICE**

Burkina Faso	226	1.40	1.10
--------------	-----	------	------

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.C Standard International Service (Cont'd.)**

COUNTRY	COUNTRY CODE	RTTI BASIC RATE PLAN	RTTI FLAT RATE PLAN
Burundi	259	0.49	0.38
Cambodia	855	1.87	1.48
Cameroon	237	0.70	0.55
Cape Verde Islands	238	0.76	0.60
Cayman Islands	345	0.35	0.28
Central African Rep.	236	0.73	0.58
Chad	235	1.58	1.24
Chile	560	0.14	0.11
China	860	0.37	0.30
Xmas & Cocos Islands	61	0.75	0.59
Colombia	570	0.59	0.47
Comoros	269	0.99	0.78
Congo	242	0.95	0.75
Cook Islands	682	1.71	1.35
Costa Rica	506	0.28	0.22
Croatia	384	0.52	0.41
Cuba	530	2.20	1.74
Cyprus	357	0.39	0.31
Czech Rep.	420	0.22	0.18
Denmark	450	0.14	0.11
Diego Garcia	246	5.01	3.96
Djibouti	253	1.01	0.80
Dominica	767	0.57	0.45
Dom. Republic	809	0.24	0.19
East Timor	670	0.28	0.22
Ecuador	593	0.56	0.44
Egypt	200	0.50	0.39
El Salvador	503	0.43	0.34
Equatorial Guinea	240	0.86	0.68
Eritrea	291	1.73	1.37
Estonia	372	0.22	0.18
Ethiopia	251	1.95	1.54
Faeroe Islands	298	1.17	0.93
Falkland Islands	500	1.24	0.98
Fiji Islands	679	0.98	0.77
Finland	358	0.14	0.11

**MESSAGE TELECOMMUNICATIONS SERVICE**

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.C Standard International Service (Cont'd.)**

COUNTRY	COUNTRY CODE	RTTI BASIC RATE PLAN	RTTI FLAT RATE PLAN
France	33	0.14	0.11
French Antilles	596	0.54	0.43
French Guiana	594	0.56	0.50
French Polynesia	689	0.64	0.50
Gabon	241	0.47	0.37
Gambia	220	0.74	0.59
Georgia	995	0.48	0.38
Germany	490	0.14	0.11
Ghana	233	0.60	0.47
Gibraltar	350	0.27	0.22
Greece	300	0.25	0.19
Greenland	299	1.09	0.86
Grenada	473	0.62	0.49
Guadeloupe	596	0.45	0.35
Guantanamo Bay	539	2.09	1.65
Guatemala	502	0.61	0.48
Guinea	224	0.56	0.44
Guinea Bissau	245	2.57	2.03
Guyana	592	1.82	1.44
Haiti	509	0.86	0.68
Honduras	504	1.03	0.81
Hong Kong	852	0.15	0.12
Hungary	360	0.24	0.19
Iceland	354	0.23	0.18
India	910	0.76	0.64
Indonesia	620	0.43	0.34
Iran	980	0.75	0.59
Iraq	964	0.55	0.55
Ireland	353	0.14	0.11
Israel	972	0.24	0.19
Italy	390	0.16	0.14
Ivory Coast	225	0.78	0.62
Jamaica	876	0.77	0.60
Japan	810	0.14	0.11
Jordan	962	0.75	0.59

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.C Standard International Service (Cont'd.)**

COUNTRY	COUNTRY CODE	RTTI BASIC RATE PLAN	RTTI FLAT RATE PLAN
Kazakhstan	732	0.50	0.40
Kenya	254	0.95	0.75
Kiribati	686	1.36	1.08
Korea North	850	1.52	1.20
Korea South	82	0.22	0.17
Kosovo		0.61	0.48
Kuwait	965	0.23	0.23
Kyrgyzstan	733	0.56	0.44
Laos	856	1.04	0.82
Latvia	371	0.45	0.35
Lebanon	961	0.57	0.45
Lesotho	266	0.42	0.33
Liberia	231	0.47	0.37
Libya	218	0.52	0.41
Liechtenstein	423	0.17	0.14
Lithuania	370	0.43	0.34
Luxembourg	352	0.18	0.14
Macau	853	0.47	0.37
Macedonia	389	0.74	0.58
Madagascar	261	1.17	0.93
Malawi	265	0.55	0.43
Malaysia	600	0.16	0.12
Maldives	960	0.99	0.78
Mali Republic	223	1.20	0.95
Malta	356	0.42	0.33
Marisat-Ocean	871	16.53	13.05
Marshall Islands	692	0.85	0.67
Martinique	595	1.14	0.97
Mauritania	222	1.07	0.84
Mauritius	230	0.78	0.62
Mayotte Island	269	0.99	0.78
Micronesia	691	1.30	1.03
Moldova	373	0.43	0.34
Monaco	377	0.24	0.19
Mongolia	976	0.71	0.56
Montserrat	664	1.15	0.91

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.C Standard International Service (Cont'd.)**

COUNTRY	COUNTRY CODE	RTTI BASIC RATE PLAN	RTTI FLAT RATE PLAN
Morocco	210	1.07	0.84
Mozambique	258	0.60	0.48
Myanmar	950	0.92	0.73
Namibia	264	0.39	0.31
Nauru	674	2.13	1.68
Nepal	977	0.86	0.68
Netherlands	310	0.14	0.11
Netherlands Antilles	599	0.40	0.32
Nevis	809469	0.98	0.68
New Caledonia	687	1.03	0.81
New Zealand	640	0.19	0.15
Nicaragua	505	0.77	0.61
Niger	227	0.73	0.57
Nigeria	234	1.14	0.90
Niue Island	683	3.05	2.41
Norfolk Island	672	1.04	0.82
North Mariana Islands	670	0.28	0.22
Norway	740	0.16	0.12
Oman	968	1.13	0.89
Pakistan	920	0.68	0.54
Palau	680	1.46	1.15
Palestine	970	0.24	0.19
Panama	507	0.46	0.36
Papua New Guinea	675	0.58	0.46
Paraguay	595	0.52	0.41
Peru	510	0.49	0.39
Philippines	630	0.36	0.29
Poland	480	0.23	0.18
Portugal	351	0.17	0.14
Qatar	974	0.87	0.69
Reunion Island	262	0.69	0.55
Romania	400	0.57	0.45
Russia	700	0.43	0.34
Rwanda	250	1.38	1.09

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.C Standard International Service (Cont'd.)**

COUNTRY	COUNTRY CODE	RTTI BASIC RATE PLAN	RTTI FLAT RATE PLAN
San Marino	378	0.22	0.18
Sao Tome	239	2.73	2.16
Saudi Arabia	966	0.33	0.33
Senegal Republic	221	0.94	0.74
Seychelles Islands	248	0.87	0.69
Sierra Leone	323	0.95	0.75
Singapore	650	0.15	0.12
Slovakia	427	0.36	0.29
Slovenia	386	0.37	0.29
Solomon Islands	677	2.31	1.82
Somalia	252	2.96	2.34
South Africa	270	0.57	0.45
Spain	340	0.14	0.11
Sri Lanka	940	0.98	0.77
St. Helena	290	1.22	0.96
St. Kitts	869	0.52	0.41
St. Lucia	758	0.52	0.41
St. Pierre	508	0.74	0.59
St. Vincent	784	0.58	0.46
Sudan	249	1.21	0.96
Suriname	597	1.43	1.13
Swaziland	268	0.38	0.30
Sweden	460	0.14	0.11
Switzerland	410	0.14	0.11
Syria	963	0.55	0.55
Taiwan	886	0.15	0.12
Tajikistan	700	0.70	0.55
Tanzania	255	0.74	0.58
Thailand	660	0.40	0.32
Thuraya	88216	2.24	1.77
Togo	228	1.21	0.95
Tokelau	690	1.16	0.91
Tonga Islands	676	1.39	1.09
Trinidad	868	0.60	0.47
Tunisia	216	0.79	0.62

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.C Standard International Service (Cont'd.)**

COUNTRY	COUNTRY CODE	RTTI BASIC RATE PLAN	RTTI FLAT RATE PLAN
Turkey	900	0.27	0.27
Turkmenistan	700	0.72	0.57
Turks & Caicos Islands	649	0.64	0.50
Tuvalu	688	1.71	1.35
Uganda	256	0.61	0.48
Ukraine	285	0.62	0.49
United Arab Emirates	971	0.70	0.55
United Kingdom	440	0.13	0.11
Uruguay	598	0.54	0.43
Uzbekistan	700	0.46	0.36
Vanuatu	678	3.05	2.40
Vatican City	39	0.17	0.14
Venezuela	580	0.49	0.38
Vietnam	840	1.93	1.53
Wallis/Futuna	681	2.83	2.23
Western Samoa	685	1.15	0.90
Yemen (Republic of)	969	0.37	0.37
Yugoslavia	381	0.70	0.55
Zaire	243	1.09	0.86
Zambia	260	1.08	0.85
Zimbabwe	263	0.51	0.41

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

6.3 Rate Schedules (Cont'd.)

6.3.D Calling Card Services

All Calling Card Service calls made **TO** international points **FROM** all domestic points will have the following surcharge<sup>1</sup>:

<b>Surcharge</b>	<b>\$0.50 per call</b>
------------------	------------------------

RTTI Calling Card calls made from a payphone will be assessed an additional \$0.54 payphone provider surcharge.

---

<sup>1</sup> Surcharges applied by other carriers will be passed on to the customer.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

6.3.D.1 Calling Card Rates and Surcharges for calls made **TO** international points **FROM** all domestic points. (effective 10/01/04)

COUNTRY	COUNTRY CODE	PER MINUTE
Afghanistan	930	
Albania	355	.74
Algeria	213	.67
Amer. Samoa	684	.61
Andorra	376	1.00
Angola	244	.73
Anguilla	264497	.54
Antarctica (Casey Base)		1.31
Antarctica (Scott Base)		2.03
Antigua	268460	.59
Argentina	540	.36
Armenia	374	.75
Aruba	297	.45
Ascension Island	247	2.41
Australia	610	.25
Australia Mobile	672	.64
Austria	430	.29
Azerbaijan	994	.61
Bahamas	242321	.43
Bahrain	973	.61
Bangladesh	880	.95
Barbados	246228	.54
Belarus	375	.87
Belgium	320	.26
Belize	501	.69
Benin	229	.68
Bermuda	441231	.39
Bhutan	975	1.70
Bolivia	591	.59
Bophuthatswana		1.97
Bosna-Herzegovina	387	.54
Botswana	267	.76
Brazil	550	.42
British Virgin Islands	284496	.50
Brunei	673	.49
Bulgaria	359	.63
Burkina Faso	226	.96

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

6.3.D.1 Calling Card Rates and Surcharges for calls made **TO** international points **FROM** all domestic points. (Cont'd.) (effective 10/01/04)

COUNTRY	COUNTRY CODE	PER MINUTE
Burma (Myanmar)		3.12
Burundi	257	.79
Cambodia	855	1.41
Cameroon	237	.78
Canada	418	.24
Cape Verde Islands	238	1.12
Cayman Islands	345945	.44
Central African Rep.	236	3.03
Chad	235	4.62
Chile	560	.28
China	860	.57
Christmas Island		1.39
Cocos Island		1.33
Colombia	570	.36
Comoros		2.56
Congo	242	.96
Cook Islands	682	2.80
Costa Rica	506	1.43
Croatia	384	.60
Cuba	530	2.49
Cyprus	357	.42
Czech Rep.	420	.52
Denmark	450	.27
Diego Garcia	246	2.81
Djibouti	253	1.78
Dominica	767445	.70
Dom. Republic	809220	.34
Ecuador	593	.57
Egypt	200	.65
El Salvador	503	.50
Equatorial Guinea	240	1.45
Eritrea	291	1.65
Estonia	372	.49
Ethiopia	251	1.55
Faeroe Islands	298	.78
Falkland Islands	500	2.51
Fiji Islands	679	1.09
Finland	358	.33

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

6.3.D.1 Calling Card Rates and Surcharges for calls made **TO** international points **FROM** all domestic points. (Cont'd.) (effective 10/01/04)

COUNTRY	COUNTRY CODE	PER MINUTE
France	330	.26
French Antilles	596	.64
French Guiana	594	.56
French Polynesia	689	1.46
Gabon Republic	241	.54
Gambia	220	.67
Georgia	995	.67
Germany	490	.26
Ghana	233	.62
Gibraltar	350	.74
Greece	300	.34
Greenland	299	1.24
Grenada	473440	.74
Guadeloupe	596	.58
Guantanamo Bay	539	1.30
Guatemala	502	.54
Guinea	224	.60
Guinea Bissau	245	2.73
Guyana	592	1.94
Haiti	509	1.01
Honduras	504	.90
Hong Kong	852	.28
Hungary	360	.46
Iceland	354	.40
India	910	1.02
Indonesia	620	.49
Iran	980	.90
Iraq	964	2.02
Ireland	353	.25
Iridium		2.96
Israel	972	.33
Italy	390	.29
Ivory Coast	225	.88
Jamaica	876955	.56
Japan	810	.28
Jordan	962	1.03

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

6.3.D.1 Calling Card Rates and Surcharges for calls made **TO** international points **FROM** all domestic points. (Cont'd.) (effective 10/01/04)

COUNTRY	COUNTRY CODE	PER MINUTE
Kazakhstan	732	.60
Kenya	254	.94
Kiribati	686	3.20
Kuwait	965	.60
Kyrgyzstan	733	1.54
Laos	856	1.88
Latvia	371	.56
Lebanon	961	.74
Lesotho	266	.84
Liberia	231	1.03
Libya	218	.68
Liechtenstein	423	.42
Lithuania	370	.64
Luxembourg	352	.28
Macau	853	.62
Macedonia	389	.75
Madagascar	261	2.27
Malawi	265	.71
Malaysia	600	.32
Maldives Republic	960	2.99
Mali Republic	223	1.01
Malta	356	.41
Marisat-Atlantic	871	13.54
Marisat-Indian	873	13.54
Marisat-Pacific	872	13.54
Marisat-W.Alt	874	13.54
Marshall Islands	692	1.00
Martinique	595	.58
Mauritania	222	.93
Mauritius	230	.68
Mayotte Island	269	1.34
Mexico	520	.52
Micronesia	691	1.22
Moldova	373	2.72
Monaco	377	.34
Mongolia	976	1.26

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

6.3.D.1 Calling Card Rates and Surcharges for calls made **TO** international points **FROM** all domestic points. (Cont'd.) (effective 10/01/04)

COUNTRY	COUNTRY CODE	PER MINUTE
Montenegro		.82
Montserrat	664491	.76
Morocco	210	.85
Mozambique	258	1.09
Myanmar	950	
Namibia	264	.77
Nauru	674	1.92
Nepal	977	1.53
Netherlands	310	.26
Netherlands Antilles	599	.75
New Caledonia	687	1.37
New Zealand	640	.27
Nicaragua	505	.85
Niger Republic	227	.87
Nigeria	234	1.01
Niue Island	683	3.16
Norfolk Island		3.44
North Korea	850	3.31
Norway	470	.25
Oman	968	.68
Pakistan	920	.97
Palau	680	1.29
Panama	507	.56
Papua New Guinea	675	.71
Paraguay	595	.58
Peru	510	.45
Philippines	630	.41
Pitcairn Islands		2.17
Poland	480	.36
Portugal	351	.31
Qatar	974	1.48
Reunion Island	262	1.10
Romania	400	.61
Russia	700	.75
Rwanda	250	1.48

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

6.3.D.1 Calling Card Rates and Surcharges for calls made **TO** international points **FROM** all domestic points. (Cont'd.) (effective 10/01/04)

COUNTRY	COUNTRY CODE	PER MINUTE
Saipan		2.90
Sakhalin		2.17
San Marino	378	2.37
Sao Tome	239	2.52
Saudi Arabia	966	.66
Senegal Republic	221	1.02
Serbia		.64
Seychelles Islands	248	.68
Sierra Leone	232	1.07
Singapore	650	.26
Slovakia	427	.46
Slovenia	386	.56
Solomon Islands	677	2.50
Somalia	252	2.15
South Africa	270	.47
South Korea	820	.29
Spain	340	.30
Sri Lanka	940	.74
St. Helena	290	2.29
St. Kitts	869465	.60
St. Lucia	758450	.57
St. Pierre	508	1.21
St. Vincent	784456	.72
Sudan	249	1.23
Suriname	597	1.15
Swaziland	268	.88
Sweden	460	.27
Switzerland	410	.31
Syria	963	1.03
Taiwan	886	.30
Tajikistan	700	2.70
Tanzania	255	.96
Thailand	660	.51
Togo	228	.88
Tonga Islands	676	1.34
Trinidad	868622	.58
Tunisia	216	.82

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

6.3.D.1 Calling Card Rates and Surcharges for calls made **TO** international points **FROM** all domestic points. (Cont'd.) (effective 10/01/04)

COUNTRY	COUNTRY CODE	PER MINUTE
Turkey	900	.44
Turkmenistan	700	2.48
Turks & Caicos Islands	649941	.58
Tuvalu	688	3.33
Uganda	256	.70
Ukraine	285	.61
United Arab Emirates	971	.59
United Kingdom	440	.27
Uruguay	598	.62
Uzbekistan	700	.56
Vanuatu	678	4.33
Vatican City		.62
Venezuela	580	.57
Vietnam	840	1.54
Wake Islands		4.18
Wallis/Futuna Islands	681	3.86
Western Sahara		4.54
Western Samoa	685	.81
Yemen AR	969	1.38
Zaire	243	.84
Zambia	260	.68
Zimbabwe	263	.48

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

6.3 Rate Schedules (Cont'd.)

6.3.D.2 All Calling Card Service calls made **FROM CANADA & OFF-CONTINENT TO the 50 UNITED STATES and OFF-CONTINENT LOCATIONS** will be rated at **\$0.41 per minute**.

6.3.D.2 All Calling Card Service calls made **FROM CANADA & OFF-CONTINENT TO the 50 UNITED STATES and OFF-CONTINENT LOCATIONS** will have the following surcharge<sup>1</sup>:

<b>Surcharge</b>	<b>\$0.70 per call</b>
------------------	------------------------

---

<sup>1</sup> Surcharges applied by other carriers will be passed on to the customer.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

6.3.D.3 All Calling Card Service calls made **FROM CANADA & OFF-CONTINENT LOCATIONS TO INTERNATIONAL POINTS** will have the following surcharge<sup>1</sup>:

<b>Surcharge</b>	<b>\$0.70 per call</b>
------------------	------------------------

---

<sup>1</sup> Surcharges applied by other carriers will be passed on to the customer.

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3.D.3 Calling Card Rates and Surcharges for calls made FROM CANADA & OFF-CONTINENT TO INTERNATIONAL POINTS (effective 10/01/04)**

COUNTRY	COUNTRY CODE	PER MINUTE
Afghanistan	930	-
Albania	355	1.02
Algeria	213	.95
Amer. Samoa	684	.89
Andorra	376	1.28
Angola	244	1.01
Anguilla	264497	.82
Antarctica (Casey Base)		1.59
Antarctica (Scott Base)		2.31
Antigua	268460	.87
Argentina	540	.64
Armenia	374	1.03
Aruba	297	.73
Ascension Island	247	2.69
Australia	610	.53
Australia Mobile	672	.92
Austria	430	.57
Azerbaijan	994	.89
Bahamas	242321	.71
Bahrain	973	.89
Bangladesh	880	1.23
Barbados	246228	.82
Belarus	375	1.15
Belgium	320	.54
Belize	501	.97
Benin	229	.96
Bermuda	441231	.67
Bhutan	975	1.98
Bolivia	591	.87
Bophuthatswana		2.25
Bosna-Herzegovina	387	.82
Botswana	267	1.04
Brazil	550	.70
British Virgin Islands	284496	.78
Brunei	673	.77
Bulgaria	359	.91
Burkina Faso	226	1.24

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.D.3 Calling Card Rates and Surcharges for calls made **FROM CANADA & OFF-CONTINENT TO INTERNATIONAL POINTS.** (Cont'd.) (effective 10/01/04)**

COUNTRY	COUNTRY CODE	PER MINUTE
Burma (Myanmar)		3.40
Burundi	257	1.07
Cambodia	855	1.69
Cameroon	237	1.06
Canada		.56
Cape Verde Islands	238	1.40
Cayman Islands	345945	.72
Central African Rep.	236	3.31
Chad	235	4.90
Chile	560	.56
China	860	.85
Xmas Island & Cocos Is		1.67
Colombia	570	1.61
Comoros		2.84
Congo	242	1.24
Cook Islands	682	3.08
Costa Rica	506	1.71
Croatia	384	.88
Cuba	530	2.77
Cyprus	357	.70
Czech Rep.	420	.80
Denmark	450	.55
Diego Garcia	246	3.09
Djibouti	253	2.06
Dominica	767445	.98
Dom. Republic	809220	.62
Easter Islands		2.25
Ecuador	593	.85
Egypt	200	.93
El Salvador	503	.78
Equ. Guinea	240	1.73
Eritrea	291	1.93
Estonia	372	.77
Ethiopia	251	1.83
Faeroe Islands	298	1.06
Falkland Islands	500	2.79
Fiji Islands	679	1.37
Finland	358	.61

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.D.3 Calling Card Rates and Surcharges for calls made FROM CANADA & OFF-CONTINENT TO INTERNATIONAL POINTS. (Cont'd.) (effective 10/01/04)**

COUNTRY	COUNTRY CODE	FIRST MINUTE
France	330	.54
French Antilles	596	.92
French Guiana	594	.84
French Polynesia	689	1.74
Gabon Republic	241	.82
Gambia	220	.95
Georgia	995	.95
Germany	490	.54
Ghana	233	.90
Gibraltar	350	1.02
Greece	300	.62
Greenland	299	1.52
Grenada	473440	1.02
Guadeloupe	596	.86
Guantanamo Bay	539	1.58
Guatemala	502	.82
Guinea	224	.88
Guinea Bissau	245	3.01
Guyana	592	2.22
Haiti	509	1.29
Honduras	504	1.18
Hong Kong	852	.56
Hungary	360	.74
Iceland	354	.68
India	910	1.30
Indonesia	620	.77
Iran	980	1.18
Iraq	964	2.30
Ireland	353	.53
Iridium		3.24
Israel	972	.61
Italy	390	.57
Ivory Coast	225	1.16
Jamaica	876955	.84
Japan	810	.56
Jordan	962	1.31

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.D.3 Calling Card Rates and Surcharges for calls made **FROM CANADA & OFF-CONTINENT TO INTERNATIONAL POINTS.** (Cont'd.) (effective 10/01/04)**

COUNTRY	COUNTRY CODE	FIRST MINUTE
Kazakhstan	732	.88
Kenya	254	1.22
Kiribati	686	3.48
Kuwait	965	.88
Kyrgyzstan	733	1.82
Laos	856	2.16
Latvia	371	.84
Lebanon	961	1.02
Lesotho	266	1.12
Liberia	231	1.31
Libya	218	.96
Liechtenstein	423	.70
Lithuania	370	.92
Luxembourg	352	.56
Macau	853	.90
Macedonia	389	1.03
Madagascar	261	2.55
Malawi	265	.99
Malaysia	600	.60
Maldives Republic	960	3.27
Mali Republic	223	1.29
Malta	356	.69
Marisat-Atlantic	871	13.82
Marisat-Indian	873	13.82
Marisat-Pacific	872	13.82
Marisat-W.Alt	874	13.82
Marshall Islands	692	1.28
Martinique	595	.86
Mauritania	222	1.21
Mauritius	230	.96
Mayotte Island	269	1.62
Mexico	520	.80
Micronesia	691	1.50
Moldova	373	3.00
Monaco	377	.62
Mongolia	976	1.54

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.D.3 Calling Card Rates and Surcharges for calls made **FROM CANADA & OFF-CONTINENT TO INTERNATIONAL POINTS.** (Cont'd.) (effective 10/01/04)**

COUNTRY	COUNTRY CODE	FIRST MINUTE
Montenegro		1.10
Montserrat	664491	1.04
Morocco	210	1.13
Mozambique	258	1.37
Nakhodka	950	
Namibia	264	1.05
Nauru	674	2.20
Nepal	977	1.81
Netherlands	310	.54
Netherlands Antilles	599	1.03
New Caledonia	687	1.65
New Zealand	640	.55
Nicaragua	505	1.13
Niger Republic	227	1.15
Nigeria	234	1.29
Niue Island	683	3.44
Norfolk Island		3.72
North Korea	850	3.59
Norway	470	.53
Oman	968	.96
Pakistan	920	1.25
Palau	680	1.57
Panama	507	.84
Papua New Guinea	675	.99
Paraguay	595	.86
Peru	510	.73
Philippines	630	.69
Pitcairn Islands		2.44
Poland	480	.64
Portugal	351	.59
Qatar	974	1.76
Reunion Island	262	1.38
Romania	400	.89
Russia	700	1.03
Rwanda	250	1.76

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.D.3 Calling Card Rates and Surcharges for calls made **FROM CANADA & OFF-CONTINENT TO INTERNATIONAL POINTS.** (Cont'd.) (effective 10/01/04)**

COUNTRY	COUNTRY CODE	FIRST MINUTE
Saipan		3.18
Sakhalin		2.45
San Marino	378	2.65
Sao Tome	239	2.80
Saudi Arabia	966	.94
Senegal Republic	221	1.30
Serbia		.92
Seychelles Islands	248	.96
Sierra Leone	232	1.35
Singapore	650	.54
Slovakia	427	.74
Slovenia	386	.84
Solomon Islands	677	2.78
Somalia Republic	252	2.43
South Africa	270	.75
South Korea	820	.57
Spain	340	.58
Sri Lanka	940	1.02
St. Helena	290	2.57
St. Kitts	869465	.88
St. Lucia	758450	.85
St. Pierre	508	1.49
St. Vincent	784456	1.00
Sudan	249	1.51
Suriname	597	1.43
Swaziland	268	1.16
Sweden	460	.55
Switzerland	410	.59
Syria	963	1.31
Taiwan	886	.58
Tajikistan	700	2.98
Tanzania	255	1.24
Thailand	660	.79
Togo	228	1.16
Tonga Islands	676	1.62
Trinidad	868622	.86
Tunisia	216	1.10

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.D.3 Calling Card Rates and Surcharges for calls made **FROM CANADA & OFF-CONTINENT TO INTERNATIONAL POINTS.** (Cont'd.) (effective 10/01/04)**

COUNTRY	COUNTRY CODE	FIRST MINUTE
Turkey	900	.72
Turkmenistan	700	2.76
Turks & Caicos Islands	649941	.86
Tuvalu	688	3.61
Uganda	256	.98
Ukraine	285	.89
United Arab Emirates	971	.87
United Kingdom	440	.55
Uruguay	598	.90
Uzbekistan	700	.84
Vanuatu	678	4.61
Vatican City	580	.90
Venezuela	840	.85
Vietnam	681	1.82
Wake Islands		4.46
Wallis/Futuna	685	4.14
Western Sahara		4.82
Western Samoa	969	1.09
Yemen AR	381	1.66
Zaire	260	1.12
Zambia	263	.96
Zimbabwe		.76

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.D.4 Calling Card Rates and Surcharges for calls made FROM INTERNATIONAL POINTS TO ALL DOMESTIC POINTS.**

**AS OF 08/01/04, THIS RATE SCHEDULE IS NO LONGER APPLICABLE. SERVICE WAS OBSOLETE.**

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.D.5 Calling Card Rates and Surcharges for calls made **FROM INTERNATIONAL POINTS TO INTERNATIONAL POINTS.****

**AS OF 08/01/04, THIS RATE SCHEDULE IS NO LONGER APPLICABLE. SERVICE WAS OBSOLETE.**

**MESSAGE TELECOMMUNICATIONS SERVICE**

**6. INTERNATIONAL Rates for Message Telecommunications Service (Cont'd.)**

**6.3 Rate Schedules (Cont'd.)**

**6.3.E. Inbound 800# Rates**

COUNTRY	CODE	PER MINUTE
Canada		0.19

**MESSAGE TELECOMMUNICATIONS SERVICE**

**7. OBSOLETE SERVICE OFFERINGS**