

**ALABAMA TELECOMMUNICATIONS TARIFF**

**Resale of Common Carrier Communications Services**

**MTC Long Distance, Inc.**

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**Description**

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### **Explanation of Symbols**

The following symbols are used for the purposes indicated below:

- (C)** to signify a changed regulation
- (D)** to signify a discontinued rate, regulation, or text
- (I)** to signify an increase in rate or charge
- (M)** to signify a move from one page to another with no change in rate, regulation, or text
- (N)** to signify a new rate, regulation, or text
- (R)** to signify a reduction in rate or charge
- (T)** to signify a change in text but no change in rate or

regulation

### **Principal Office**

MTC Long Distance, Inc.'s principal office in its serving area is located at 288 Market Street, Moundville, AL 35474

This Tariff is available for public inspection at the above address during regular business hours.

1. **Application of Tariff**

This tariff applies to Station to Station Toll Service, originating within a Local Access and Transport Area (LATA) and terminating within that LATA or a different LATA within the State of Alabama.

2. **General Regulations**

A. **Definition**

Station to Station Toll Service is that of furnishing services for telecommunications between stations in different local service areas of the same or different LATA in accordance with the regulations and schedule of rates specified in the Tariff. The rates specified in this Tariff are in payment for all services furnished between the calling and called stations.

B. **Undertaking of Company**

MTC Long Distance, Inc. (also referred hereafter as the "Company" or "MTC") offers, subject to the terms and conditions specified in this Tariff, the use of its facilities where available for Message Toll Services.

C. **Liability of the Company**

The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other effects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission, failure or defect in the Company's equipment occurs. Adjustments within the limits provided herein may be made by direct payment to the Customer or by credit to the Customer's account.

**2. General Regulations (Continued)**

**D. Use**

1. Service is provided for use by the Customer and may be used by others, when so authorized by the Customer, provided that all such usage shall be subject to the provisions of this Tariff, and shall not affect the Customer's responsibility for all payments required under this Tariff.
2. Service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Company receives other evidence that such service is or will be used for such purposes.

**E. Customer Specific Pricing (CSP)**

Customer Specific Pricing arrangements for Toll services provided in this Tariff can be furnished to meet the communications needs of specific Customers on a case-by-case basis. Such Toll services will be provided to Customers on a contractual basis.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

**2. General Regulations (Continued)**

**F. Liability for Calling Card Fraud**

1. The Customer is liable for the unauthorized use of the Company's facilities, equipment, and services obtained through the fraudulent or other unauthorized use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
2. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft, or other reasons. Written notice shall be sent to the Company's address and will be effective when received. Oral notice shall be made by contacting a Company representative at the Company's business office or by telephone at the Company's listed telephone number.
3. For the purposes of this section, notice occurs when the Company receives oral or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft, or other reasons.
4. The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the Customer.
5. Furthermore, should the Company determine that the abnormal calling pattern or suspected unauthorized use of the card might result in sudden excessive charges to the Customer's bill, the Company may, but is not required to, deactivate the use of the Company Calling Card until such time the Company can verify with the Customer the validity of such calls.

**2. General Regulations** (Continued)

**G. Exceptions**

Except as otherwise provided in Section 2.F.2 all notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party and all bills mailed by the Company shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**H. Customer Disputes**

Any objection to billed charges should be reported to the Company within thirty (30) days from the date the bill is issued. Adjustments to Customer's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate. Customers have the right to appeal service disputes to the Alabama Public Service Commission.

The Commission's address and phone number are:

P.O. Box 304260

Montgomery, AL 36130-4260

(334) 242-5211

**2. General Regulations** (Continued)

**I. Cancellation for Cause**

The Company, by written notice to the Customer, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:

1. nonpayment of billed amounts due to the Company;
2. a violation of, or failure to comply with, any condition governing the furnishing of service; or
3. the Company is prohibited from furnishing service by the order of a court or other government authority having jurisdiction.

**3. Message Toll Services**

**A. Definitions**

**1. Station**

Station denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a Customer to establish communications connections and to effect communications through such connections.

**2. Station-to-Station**

Station to Station Service is that service where the person originating the call from other than a public or semipublic coin telephone dials the telephone number desired, the call is completed without the assistance of an operator, and the call is not billed to a number other than the originating number.



**3. Message Toll Services (Continued)**

**B. Description of Charges and Rate Components**

The service shall be usage-based. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in the Tariff, the duration of each call for bill purposes will be rounded off to the next higher increment.

**1. MTC Basic Long Distance**

The following per minute rate will be applied to all direct dialed calls originating and terminating within the continental United States if the Customer subscribes to MTC's long distance service. Billing increments for this plan are one minute, with a minimum of one minute.

This plan is for business and residential Customers.

**Per Minute**

Anytime	\$0.10
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**B. Description of Charges and Rate Components (Continued)**

**2. MTC Value Long Distance**

The following per minute rate will be applied to all direct dialed calls originating and terminating within the continental United States if the Customer subscribes to MTC's long distance service. Billing increments for this plan are one minute, with a minimum of one minute.

This plan is for residential Customers only.

Monthly Recurring	\$3.95
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Anytime (Per Minute)	\$0.08
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**3. Message Toll Services (Continued)**

**3. MTC Value Long Distance for Business**

The following per minute rate will be applied to all direct dialed calls originating and terminating within the continental United States if the Customer subscribes to MTC's long distance service. Billing increments for this plan are one minute, with a minimum of one minute.

This plan is for business Customers only.

Monthly Recurring	\$8.95
Anytime (Per Minute)	\$0.08

**4. US 600**

This plan includes 600 minutes a month of calling originating from the Customer's home and terminating within the continental United States. Billing increments for this plan are one minute, with a minimum of one minute.

This plan is for residential Customers only.

Monthly Recurring	\$29.95
Additional Minutes over 600	\$ 0.08

**B. Description of Charges and Rate Components (Continued)**

**5. US 1200**

This plan includes 1,200 minutes a month of calling originating from the Customer's home and terminating within the continental United States. Billing increments for this plan are one minute, with a minimum of one minute.

This plan is for residential Customers only.

Monthly Recurring	\$59.95
Additional Minutes over 1,200	\$ 0.08

**3. Message Toll Services (Continued)**

**6. US 2000**

This plan includes 2,000 minutes a month of calling originating from the Customer's home and terminating within the continental United States. Billing increments for this plan are one minute, with a minimum of one minute.

This plan is for business and residential Customers.

Monthly Recurring	\$99.95
Additional Minutes over 2,000	\$ 0.08

**7. US 3000**

This plan includes 3,000 minutes a month of calling originating from the Customer's home and terminating within the continental United States. Billing increments for this plan are one minute, with a minimum of one minute.

This plan is for business and residential Customers.

Monthly Recurring	\$149.95
Additional Minutes over 3,000	\$ 0.08

**B. Description of Charges and Rate Components (Continued)**

**8. US 4000**

This plan includes 4,000 minutes a month of calling originating from the Customer's home and terminating within the continental United States. Billing increments for this plan are one minute, with a minimum of one minute.

This plan is for business and residential Customers.

Monthly Recurring	\$199.95
Additional Minutes over 4,000	\$ 0.08

**3. Message Toll Services (Continued)**

**C. Timing of Messages**

Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station “hangs up” thereby releasing the network connection. If the called station “hangs up” but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Chargeable time does not include time lost because of faults or defects in the connection.

**4. Toll Free Service**

**A. Definition**

Toll Free Service refers to inbound long distance calls to the Customer for which the Customer has made arrangements with the carrier and agreed to be responsible for the cost of those calls.

**B. Description of Charges and Rate Components**

Toll Free Service is usage rated and billed in six (6) second increments with an 18 (eighteen) second minimum. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent. Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the next higher increment.

The \$0.30 (thirty cent) charge incurred from payphone providers will be added to each call made to the Customer’s toll free number from a payphone.

**1. MTC Toll Free Basic**

The following rates apply to all toll free service originating and terminating in the state of Alabama.

Monthly Recurring	\$ 5.00
Anytime (Per Minute)	\$ 0.15
Non-Recurring Charge	\$20.00

4. **Toll Free Services** (Continued)

2. **Toll Free Blocking**

This option allows blocking of calls from specific NPA/NXX to the Customer's toll free number.

Monthly Recurring	\$25.00
Non-Recurring Charge	\$25.00

3. **Assignment of a Specific Toll Free Number**

This option allows the Customer to obtain a specific toll free number.

Non-Recurring Charge	\$25.00
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**C. Timing of Messages**

Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Chargeable time does not include time lost because of faults or defects in the connection.

**5. Calling Card Services**

**A. Definition**

**Company Calling Card**

The Company issues a telephone calling card to the Customer which enables the Customer or User(s) authorized by the Customer to place telephone calls and to have the charges for such calls billed to the Customer's account.

The Company Calling Card Service is provided to Customers for use when away from their established service locations. The Company will issue to Customers Company Calling Cards that will allow Customers to place telephone calls and to re-originate calls, a feature which allows a Customer to place a new call without hanging-up and re-dialing the toll free access number. Access to the service is gained by dialing a Company-designated toll free access number (i.e. 800-NXX-XXXX) and then entering a 10-digit account number plus a four-digit personal identification number (PIN) and the called telephone number.

MTC Calling Card Service is billed in one-minute increments.

**B. Description of Charges and Rate Components**

1. A surcharge of \$0.50 (fifty cents) applies to each call made within the state of Alabama using the company calling card.
2. The \$0.55 (fifty-five cents) charge incurred from payphone providers will be added to each call made to the Customer's calling card from a payphone.
3. MTC Calling Card Basic

Anytime (Per Minute)	\$0.25
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**6. Private Line**

**A.** Private lines are quoted on an Individual Customer Basis (ICB).

**B.** The components that are quoted to MTC Customers are:

1. Local Access Loop
2. Access Coordination
3. Central Office Connection
4. Interoffice Channel Mileage (Per Mile)
5. Interoffice Channel Base Amount
6. Non-recurring Charges

**7. Directory Assistance**

\$1.00 per call

**8. Returned Check Charge**

Any person submitting a check to the Company as payment for services which is subsequently returned by the issuing institution shall be charged \$25.00.

**9. Late Payment Charge**

In the event that payment is not received by the due date, a late charge of 1.5% (one and one half percent) per month shall be applied to all amounts past due