

TITLE SHEET

MASSACHUSETTS TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by American Telephone Company LLC with principal offices at 1600 Caleb's Path Extension, Suite 203, Hauppauge, NY 11788. This tariff applies for services furnished within the state of Massachusetts. This tariff is on file with the Massachusetts Department of Telecommunications and Cable, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Tariff No. 4 replaces in its entirety Tariff No. 2

Issued: July 6, 2015

Issued By:

**Basil Stepanov, Director of IT Services
American Telephone Company LLC
1600 Caleb's Path Extension, Suite 203
Hauppauge, NY 11788**

Effective: August 6, 2015

CHECK SHEET

Pages 1 through 32 inclusive of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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American Telephone Company LLC
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C Change in Regulation
- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting in a Reduction to a Customer's Bill
- T Change in Text or Regulation but no Change in Rate or Charge

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the third revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission – Massachusetts Department of Telecommunications and Cable.

Company or Carrier – American Telephone Company LLC

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided to residential and non-residential subscribers by the Company for telecommunications between points within the State of Massachusetts. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Massachusetts.

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.1 Undertaking of the Company (continued)

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, to refuse to reconnect a customer or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; required underlying carrier commitments; or when the use of service becomes or is in violation of the law or a provision of this tariff.

2.1.4 Unless otherwise stated, the Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Use and Limitations of Services

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company does not transmit messages, but the services may be used for that purpose.

2.2.5 The Company's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.2 Use and Limitations of Services (continued)**

- 2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.2.8 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, terrorism, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.3 Liability of the Company (continued)**

- 2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities shall, in no event, exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Responsibilities of the Customer or Subscriber

- 2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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SECTION 2 - RULES AND REGULATIONS (Continued)2.4 Responsibilities of the Customer or Subscriber (continued)

- 2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

- 2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Responsibilities of the Customer or Subscriber (continued)

- 2.4.7 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.
- 2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2.5 Cancellation or Discontinuance of Services

- 2.5.1 Without incurring liability, the Company may, upon five working days written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For nonpayment of any sum due the Company for more than twenty-five days after issuance of the bill for the amount due,
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
 - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Cancellation or Discontinuance of Services (continued)

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.6 Interruption of Service**

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.6 Interruption of Service (continued)**

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or quarter hour increments thereof that the interruption continues.

CREDIT FORMULA:

$$\text{Credit} = (A \times B) / 720$$

"A" - outage time in hours

"B" - total monthly the Company provided charges for affected facility

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission and in accordance with O.C.G.A. Sections 515-12-1-.28 and .29.

2.8 Deposits

The Company may, in order to safeguard its interests, require Customer to make a cash security deposit, irrevocable letter of credit or other means prior to or any time after the provision of Services to Customer (collectively called "Deposit"). The Deposit, to be held by the Company as a guarantee or security for the payment of charges incurred, may be drawn upon by The Company for any and all past due amounts. The Company's obligation to provide Services is contingent upon an initial and continuing credit approval by The Company. Additional Deposit amounts, up to the maximum allowed, may be required after Services commence pending continuing review of issues which include but are not limited to Customer's monthly revenue, payment history, financial condition and as security against disputed amounts. The maximum amount of any security deposit required shall not exceed the equivalent of either:

2.8.1 Two months' average usage; or

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.8 Deposits (continued)

2.8.2 The usage for any one month, whichever is greater. Such usage shall be calculated on the basis of the immediately preceding 12 months' consumption if the same or similar use is being made of the service; or if there is no relevant consumption history to determine the prior usage, then the company and the customer shall utilize their best efforts to determine an average 12 months' consumption upon which to base the maximum security deposit, provided that if the customer and company cannot agree on an amount for the security deposit, then the provisions of 220 CMR 26.06 shall apply.

2.8.3 The security deposit, plus any accrued interest not previously credited to the account, shall be refunded without request if the customer has paid all bills for usage for any 24 month period from the date of deposit and without leaving such bills unpaid within 45 days of receipt. Such refund shall occur no later than the next billing cycle after satisfactory completion of the 24-month period.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.8 Deposits (continued)

2.8.4 Interest Rate Paid on Deposits

- A. All cash or cash-equivalent security deposits held for more than six months from the date of deposit shall be paid interest thereon, commencing from the date of payment to the date of refund. The rate of interest shall be the equivalent of the rate paid on two-year, United States Treasury notes for the preceding 12 months ending December 31 of any year.
- B. Such rate shall be the rate published during the first week of January in the Federal Reserve Statistical Release, G.13(415) Selected Interest Rates. The company shall determine said rate and file with the Department the rate to be paid on all security deposits within 15 days after such rate is reported in the Federal Reserve Statistical Release. This rate shall be the rate paid on all deposits held during the remaining calendar year or other applicable time period regardless of when such security deposit was paid during that period.
- C. Said interest shall be compounded annually on December 31 and the accrued interest shall be applied toward a customer's bill during the next billing cycle, provided, however, that only deposits made by cash or cash equivalent shall be paid interest thereon. Deposits made by other acceptable means shall not be paid interest.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.9 Advance Payments**

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month. In no event should the combined deposit and/or advance payment exceed 2 & 1/4 of the monthly recurring charge.

2.10 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.11 Billing and Charges

2.11.1 The Company will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 25 days from the issue date.

2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.12 [Reserved for future use]

2.13 Customer Complaints and/or Billing Disputes

2.13.1 Customers may contact The Company's representatives 24 hours a day, 7 days a week at 1-888-943-8282, or by writing to the Company, Customer Service Division, 1600 Caleb's Path Extension, Suite 203, Hauppauge, NY 11788.

2.13.2 Any objection to billed charges should be reported within forty-five (45) days of the date of the invoice to The Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute at the below address:

Department of Telecommunications and Cable- Consumer Division
One South Station
Boston, MA 02110
800-392-6066

2.13.3 Pursuant to its authority under M.G.L. Chapter 159, the DTC has discretion whether to adjudicate complaints between nonresidential customers and the Company.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls****3.1.1 Chargeable Time**

The Customer's InterLATA long distance usage charge is based on the actual usage of The Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.

3.1.2 Billing Increments

The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this tariff.

3.1.3 Rounding

All calls will be rounded to the second decimal place amount of a call charge.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

FORMULA:
$$2 \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

EXAMPLE: Distance between Miami and New York City -

<u>V</u>	<u>H</u>
Miami	8,351 529
New York	<u>4,997</u> <u>1,406</u>
Difference	3,354 -879

Square and add: $11,249,316 + 772,641 = 12,021,196$

Divide by 10 and round: $12,021,597 / 10 = 1,202,195.70$
 $= 1,202,196$

Take square root and round: $1,202,196 = 1,096.4$
 $= 1,097 \text{ miles}$

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.3 Minimum Call Completion Rate**

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 97% during peak use periods for all services ("1+" dialing).

3.4 Service Offerings**3.4.1 Switched Access Services**

The Company Switched Access Service allows a customer to access the Company's long distance network via FGD access.

3.4.1.1 Inbound Switched Service

The Company Inbound Switched Service receives inbound Intrastate calls on Switched Access Lines using 800 or 888 number(s).

3.4.1.2 Outbound Switched Service

The Company Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff. A thirty (30) day notice will be provided to the Commission detailing the promotion, along with the beginning and ending dates.

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American Telephone Company LLC
1600 Caleb's Path Extension, Suite 203
Hauppauge, NY 11788**

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.6 Ancillary Charges****3.6.1 Presubscribed Interexchange Carrier Charge (PICC)**

The Presubscribed Interexchange Carrier Charge is a flat fee that will be charged to customers to recover a portion of the fees charged by the local exchange carrier for providing access to the long distance services of the Company.

3.6.2 8XX SMS Fee (per active 8XX)

The 8XX SMS Fee (per active 8XX) is a Database Query Service and originating service that forwards a customer's dialed 8XX-NXX-XXXX calls to a toll carrier based on the dialed 8XX number. When an 8XX call is originated by a customer, the Service Switching Point (SSP) Signaling System 7 (SS7) equipped end office sends an 8XX query to the 8XX Service Control Point (SCP) through the Signaling Transfer Point (STP). The SCP performs the carrier identification function based on the dialed digits to determine the toll carrier trunk group to which the call should be routed in accordance with the SMS/800 database information residing in the SCP. The SCP transmits results of the carrier identification function, including the Carrier Identification Code (CIC) and any vertical feature(s) associated with the 8XX number, back to the SSP through the STP.

3.6.3 8XX Directory Assistance (per 8XX listed)

The Company will provide an appearance in the National Toll Free Number database hosted by Tellme Networks, Inc. based on the rates detailed in Section 4.2. If a customer elects to have its toll free number published in the database, any person can call 800-555-1212 and will be able to locate the requested toll free number.

3.6.4 8XX Area Code Blocking

8XX Area Code Blocking allows a toll free subscriber to define certain areas codes as restricted. Calls that originate from the subscriber requested list will be blocked from completion.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.6 Ancillary Charges (continued)

3.6.5 Unauthorized PICC (per ANI)

Unauthorized PICC (per ANI) allows a subscriber to block all PICC change requests without express written or verbal permission directly from the subscriber to the Company. If a PICC change request is received by the Company from another carrier, the Company will contact the subscriber directly to request permission to port the number. The Company offers this additional service in an attempt to prevent unauthorized slamming.

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SECTION 4 - Rates

4.1 Rate Schedules for Residential and Business Customers

4.1.1 Inbound Switched Service 12 Month 24 Month 36 Month

Inbound Switched Service .0495 .0459 .0395
Per Minute

4.1.2 Outbound Switched Service

Outbound Switched Service .0495 .0459 .0395
Per Minute

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SECTION 4 – Rates (Continued)4.2 Ancillary Charges

	<u>MRC</u>	<u>NRC¹</u>
PICC Surcharge ² :		
Residential Single Line	\$ 3.50	\$ 5.00
Residential Multi-Line	\$ 3.50	\$ 5.00
Business Single Line	\$ 3.50	\$ 5.00
Business Multi-Line	\$ 3.50	\$ 5.00
ISDN PRI	\$ 56.00	\$ 0.00
T-1	\$ 150.00	\$ 0.00
8XX SMS Fee (per active 8XX)	\$ 1.00	\$ 5.00
8XX Directory Assistance (per 8XX listed)	\$50.00	\$50.00
8XX Area Code Blocking	\$50.00	\$30.00
Unauthorized PICC (per ANI)	\$50.00	\$25.00

¹ NRC Charges detailed above are one time activation/installation charges

² The PICC surcharge will not be charged to the customer unless charged to the Company by the Local Exchange Carrier.

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SECTION 4 – Rates (Continued)

4.2 Ancillary Charges (continued)

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

4.3 Directory Assistance

An InterLATA, intrastate long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Directory Assistance Exemptions

- (1) ten free calls per month for residential main telephone exchange lines;
- (2) ten free calls per month for business main telephone exchange or business PBX trunk line;
- (3) no charge for Directory Assistance calls placed from payphones;
- (4) no charge for Directory Assistance calls placed from exchange lines of the Commonwealth of Massachusetts or any of its political subdivisions; and
- (5) main telephone exchange line of a disabled user.

Per Directory Assistance Call

Directory Assistance Charge - \$1.50

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SECTION 4 – Rates (Continued)**4.4 Special Rates****4.4.1 Discount for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.4.2 Operator Assistance for Handicapped Persons

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

4.4.3 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance calls from handicapped persons. Such persons must inform the Company of their condition in order to receive a credit for the directory assistance call at the time the service is rendered.

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SECTION 4 – Rates (Continued)**4.4.4 Discount for Telecommunications Relay Service Intrastate Toll Calls**

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

4.5 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.50 shall apply to each coinless call which the Company can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Company calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access the Company's service.

4.6 Finance Charge

- (1) A company may assess a late payment charge on the unpaid past due portion of the balance of a customer bill.
- (2) For the purpose of calculating the late payment charges, a company may consider a portion of a balance past due when payment has not been received by the company for that portion of the balance within the period specified in the company's Terms and Conditions.
- (3) The late payment charge shall be calculated at an annual rate of interest which is the equivalent of the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31 of any year, plus 10%, *i.e.* 1000 basis points.
- (4) Such two-year United States Treasury note rate shall be the rate published during the first week of January in the Federal Reserve Statistical Release. G.13(415) Selected Interest Rates, or successor publication. A company shall determine said rate and file with the Department the rate to be charged on overdue portions of balances within 15 days after such rate is reported in the Federal Reserve Statistical Release. Revisions to the annual late payment charge rate shall become effective on February first of each year.
- (5) Each company shall notify its customers of changes in the late payment charge rate in the month a new rate becomes effective.

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SECTION 4 – Rates (Continued)

4.7 Return Check Charges

A fee of \$25.00 will be charged for each check returned.

4.8 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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SECTION 5 –SPECIALIZED SERVICE ARRANGEMENTS**5.1 Customized Service Packages**

Contracts will only be used in special circumstances for ICB service offerings or Special Construction. The terms, conditions and rates of each contract offering are subject to the agreement of both the Customer and the Company. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Contract pricing may be broken out into various components on the Customers invoice. Customers may request ICB terms, conditions and/or rates which vary from the tariffed service offerings and, upon demonstration of being similarly situated to another customer under a contract, may request negotiation of similar terms, conditions and rates. Such contract offerings will be made available only to similarly situated Customers in substantially similar circumstances.

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