

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

A. GENERAL

The regulations of this section apply to all sections of this Agreement unless specified elsewhere in this Agreement. These regulations are in addition to the regulations in the Company's tariffs. Where the regulations in this Agreement are in conflict with the regulations in the Company's tariffs, the tariffed regulations apply.

Each revision will be effective on the date shown in this Agreement, subject to PUCO customer notice requirements.

All services offered by the Company in this Agreement will be provided where technically feasible and provisions are in place to provide such services.

This Agreement does not permit, by a certified local exchange carrier or any other entity, the purchase of local residential service for resale as nonresidence service. Such resale is prohibited.

All services in this Agreement are available for resale, as required by state and federal regulations, by PUCO certified Competitive Local Exchange Carriers (CLECs) on a non-discriminatory basis at the rates and charges shown in this Agreement, unless otherwise noted in this Agreement.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

**B. OBLIGATION AND LIABILITY OF THE COMPANY**

1. Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

3. Service Irregularities and Interruptions

In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions, and limitations herein specified.

No credit allowance will be made for interruptions due to electric power failure where the customer is responsible for providing electric power.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities and not caused by the negligence of the Customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, will 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 occurs.

The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the facilities provided by the Company; and against any and all losses from damage to the Customer's facilities or equipment attached or connected to facilities furnished by the Company.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

4. Use of Connecting Company Lines

When the lines of other telephone companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

5. Defacement of Premises

The Company is not liable for any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

When the Customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Service and Equipment

Equipment and lines furnished by the Company on the premises of a Customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing such equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

2. Shared Tenant Services.

A sharer may provide service only within a single building, or a contiguous complex of buildings under common ownership or management. A contiguous complex of buildings may be intersected by public thoroughfares provided that the property segments created would be continuous in the absence of the thoroughfares. Where separate buildings are involved, they must have a related business purpose, i.e., industrial park, shopping center, or university.

Participation in sharing systems shall be limited to occupants of a building or contiguous complex of buildings which compose a sharing system.

Direct interconnection of a sharing system with other PBX systems is prohibited.

The Company will not be responsible for the manner in which the use of service or charges are allocated to others by a Customer who shares service. All applicable rates and charges for such service will be billed to the Customer.

Service orders will be accepted by the Company only from the Customer. The Company will respond to repair and maintenance requests from others provided that the Customer is responsible for any maintenance of service charges that may be billed by the Company.

Directory listings for the patrons of Customers who share Local Exchange Service will be provided as Additional Listings at the rates, terms, and conditions shown in Section 14 of this Agreement.

Government and Education Discounts, as specified in Section 20 of this Agreement, do not apply for sharing applications.

Rules and regulations regarding the resale and sharing of Local Exchange Service do not apply to hotels, hospitals and skilled nursing homes or where the end users of the exchange service are considered transient in nature and the service is considered incidental to the function of the organization providing such service.

A sharer of Local Exchange Service who is utilizing customer provided equipment must comply with the rules and regulations concerning interconnection as specified in part C.3. following.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

C. USE OF SERVICE AND FACILITIES (Continued)

3. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire

a. General

Terminal equipment, communications systems and inside wire provided by the Customer may be connected at the Customer's premises to telecommunications services furnished by the Company where such connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations and any applicable Company tariffs and/or service agreements, as are now in effect or may become effective.

b. Responsibility of the Customer

The customer will be responsible for the installation, operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire. No combinations of customer-provided terminal equipment, communications systems, or inside wire shall require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment, communications system, or inside is causing such hazard, damage, malfunction or degradation of service, the Customer must make whatever changes are necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

The Customer will be responsible for the payment of a Maintenance of Service Charge as provided in Section 13 of this Agreement for visits by a Company employee to the Customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment, communications system, or inside wire.

The Customer assumes the risk of loss of service, damage to property or death or injury of the Customer or the Customer's agent with respect to operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire. The Customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the Customer's operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

C. USE OF SERVICE AND FACILITIES (Continued)

3. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

c. Responsibility of the Company

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company will not be responsible for:

The through transmission of signals generated by the customer-provided terminal equipment or communications systems or for the quality of, or defects in such transmission, or

the reception of signals by customer-provided terminal equipment or communications systems, or

address signaling where such signaling is performed by customer-provided signaling equipment.

The Company will, at the Customer's request, provide information concerning interface parameters needed to permit customer-provided terminal equipment to operate in a manner compatible with telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations. If such changes can be reasonably expected to render any Customer's terminal equipment or communications system incompatible with telecommunications services, or require modification or alteration of such customer-provided terminal equipment or communications systems, or otherwise materially affect its use or performance, the Customer will be given adequate notice, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

C. USE OF SERVICE AND FACILITIES (Continued)

3. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

d. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this part C.3., the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the Customer of the violation.

The Customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the Customer's service until the Customer complies with the provisions of the Company's tariffs and/or service agreements.

e. Connection of Registered Equipment

Registered Equipment denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected at the Customer premises to the telecommunications network, subject to FCC Part 68.

f. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface or demarcation point not within an equipment housing. All premises wiring, whether fully protected or unprotected, must be installed in compliance with FCC Part 68.

Customers who intend to connect premises wiring other than fully protected to the telephone network must give advance notice to the Company in accordance with the procedures specified in FCC Part 68 or as otherwise authorized by the Federal Communications Commission.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

C. USE OF SERVICE AND FACILITIES (Continued)

4. Use of Local Exchange Service

Local Exchange Service, as distinguished from pay telephone service lines, is furnished only for use by the Customer, the Customer's family, employees or representatives, persons residing in the Customer's household, or guests of the Customer, except as the use of the service may be extended to:

Patrons, as opposed to tenants, of the customer where the use of the service by the patron is incidental to his patronage of the Customer, provided no charge is made by the Customer for such use.

Patrons of the customer, and to the public in general, in connection with Automatic Dialing Telephone Units arranged for the origination of calls only to preselected telephone numbers.

Another party on a different premises, to provide for the answering of calls during the customer's absence. Such a termination is furnished only with the understanding that outward calls are not to be placed from it, and on the condition that use of separate exchange service is available to the other party on the same premises.

The Company will refuse to install Customer service, or to permit such service to remain on premises where the equipment is located so that the public in general, except as stated in this Part C.4., may make use of the service.



**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

**D. ESTABLISHMENT AND FURNISHING OF SERVICE**

**1. Application for Service**

The Company may refuse an application for service if objection is made by or on behalf of any governmental authority to the furnishing of service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this Agreement. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges. Any change in rates or regulations acts as a modification of all contracts to that extent, subject to Commission notice requirements.

When an application for service is cancelled by the applicant or a Customer before service is established, the applicant or Customer may be required to reimburse the Company for all expenses, including engineering and construction costs, incurred by the Company as a result of the application before it received notice of cancellation. The amount of reimbursement, however, will not exceed the service, construction, installation, and termination charges that would have been applicable if the service had been established.

When a request for additions, rearrangement, relocation, or modification of service or equipment is cancelled by a Customer before the work involved has been completed, the Customer may be required to reimburse the Company for all expenses, including engineering and construction costs, incurred by the Company as a result of the request before it received notice of cancellation. The amount of reimbursement, however, shall not exceed the service, construction, installation, and termination charges that would have been applicable if the work involved in complying with the request had been completed.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due has been paid in full.

A contract for service may be transferred to another individual, partnership, association, or corporation. No billing adjustment previously furnished is made, and the new Customer must assume all outstanding indebtedness of the original Customer. A Change of Lessee charge may apply to service transferred in accordance with these provisions.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2. Initial Service Period

The initial service period for all service and facilities is one month on the same continuous property, except for Directory Listings, or as otherwise specified this Agreement. If a Directory Listing appears or will appear in the directory, the initial service period is the directory period. Each directory period is considered a separate initial service period.

A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge may apply at the old location if the move occurs prior to the expiration of the initial service period.

3. Application of Nonresidence and Residence Rates

Although the location of a Customer's telephone service or the type of directory listing desired may in most cases serve as a satisfactory basis for determining whether nonresidence or residence rates apply, final determination will be based on the criteria in this part D.3..

a. Nonresidence Rates

Telephone service is classified and charged for as nonresidence when a nonresidence listing is furnished. Telephone service is also classified and charged for as nonresidence when:

1. The service is:

- a. Used regularly in the pursuit of monetary gain from an occupation, commercial activity, or industrial effort; or
- b. Used primarily in conjunction with a nonprofit activity of a service, organizational, professional, institutional, or charitable nature; or
- c. Advertised regularly for the purpose of soliciting calls to the Customer's telephone number;

and

2. The customer is not:

- a. A Customer of other nonresidence telephone service used in the principal conduct of the activity in which the Customer is engaged; or
- b. An employee or a representative of a Customer to other nonresidence telephone service used in the principal conduct of the activity in which the customer is engaged.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

3. Application of Nonresidence and Residence Rates (Continued)

b. Residence Rates

Telephone service is classified and charged for as residence at all residences when the conditions requiring a nonresidence classification as set forth in Part D.3.a. preceding are not present.

Telephone service is also classified and charged for as residence when furnished at any location as an access to a repeater control and/or autopatch facility of a bona fide amateur radio operator, organization, or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97. The Company may request a copy of the amateur radio station license prior to the installation of service.

When it is determined that a residence service Customer is using the service in such a manner that it should be classified and charged for as nonresidence service under the above provisions, the Company will reclassify the service of the Customer to nonresidence and bill the Customer the appropriate nonresidence rates. In the event the Customer refuses to pay the applicable nonresidence rates, the Company may temporarily deny or discontinue the service under the provisions of this Agreement applicable to payment for service.

4. Conversion of Nonresidence Service to Residence

Purchase of local residential service for use or resale as nonresidence service is prohibited. The Company may limit conversions of nonresidence service to residence in accordance with this restriction. A nonrecurring charge applies to service converted from nonresidence to residence, or vice versa.

5. Flat Rate and Measured Service Combinations

Combinations of Flat Rate and Measured Services are not furnished on the same continuous property, except where the two services are used for separate purposes and are not used to supplement each other.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

6. Telephone Numbers

The Company will administer telephone numbers in keeping with the rules and requirements of this Commission and the Federal Communications Commission and in accordance with the procedures established by the North American Numbering Plan Administrator (NANPA) and the Number Pooling Administrator. The Customer has no property right in the telephone number which is assigned by the Company, or any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a Customer whenever it deems it necessary to do so in the conduct of its business and the number change is technically unavoidable.

7. Advance Payments

Advance payment may be required for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

8. Deposits

The Company may, in order to safeguard its interests, require an applicant or a customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations concerning advance payments and the prompt payment of bills on presentation. When the contract is terminated, the amount of the deposit and any accrued interest as required by law is credited to the Customer's account and any credit balance which may remain is refunded. The Company will review annually each active account for which a deposit is being held and will refund the deposit plus accrued interest as required by law for qualified Customers in the form of a check or credit.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

9. Payment for Service

Bills are rendered monthly and include charges for local service for the current service month and any applicable usage charges.

A Customer's bill will not be due earlier than 21 days from the bill date printed on the bill. If the bill is not paid by the due date, it then becomes past due. The Customer is responsible for payment monthly, and in accordance with the 21 day provision for payment, of all charges for facilities and services furnished the Customer, including charges for services originated or charges accepted at such facilities.

Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Part D.10. following. Service will not be denied prior to seven days from the postmark on the notice.

All service provided to the same Customer, regardless of the tariff and/or service agreement under which the service is provided, is considered one service for payment purposes. All service may be disconnected for non-payment even though payment is current for service provided under one or more tariffs or service agreements.

A Customer who orders service or equipment installations, moves, or changes prior to the date of any increase in the one-time charge applicable to such work will be subject to the one-time charge in effect at the time the Customer's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one-time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the Customer will then be subject to the one-time charge in effect at the time the work is completed by the Company.

Customers who do not pay for service in accordance with this section may be assessed a Late Payment Fee and/or a Returned Check Charge pursuant to Section 13 of this Agreement.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

10. Denial or Disconnection of Service

Service may be disconnected or refused when any of the following conditions exist:

Violation of or noncompliance with the PUCO's regulations governing service supplied by the Company;

Failure to comply with municipal ordinances or other laws pertaining to telecommunications services;

Refusal by the Customer to permit the Company necessary access to its facilities or equipment;

Failure to establish credit or make a deposit, when requested, for initial, current, or additional service;

When an emergency may threaten the health or safety of a person, a surrounding area, or the Company's distribution system;

A Customer uses telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or customers;

A Customer's tampering with any facilities or equipment furnished and owned by the Company;

Violation of or noncompliance with the Company's rules, this Agreement, or the Company's tariffs.

The Company will provide advance notice before service is refused, temporarily denied, or disconnected except where the Customer tampers with the Company's equipment, the use or misuse of the Company's service and/or equipment adversely affects service to other customers, or to mitigate or avoid a safety hazard.

If residence Customer demonstrates that disconnection of service would be especially dangerous to the health of the Customer or a member of the Customer's household, the Company will consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements will be offered regardless of the credit class of the Customer.

The Company, under these provisions, may either temporarily deny service or terminate the contract without incurring any liability. The Company will provide Warm Line service in accordance with 4901:1-6-13 O.R.C., as this regulation exists or may subsequently change, to all customers whose service is temporarily denied for nonpayment.

Customers whose service is temporarily denied may be assessed a Restoral of Service Charge as shown in Section 13 of this Agreement.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

10. Denial or Disconnection of Service (Continued)

The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment, or violation of any law or regulation pertaining to telecommunications service.

Service may not be refused, denied or disconnected for any of the following reasons:

Delinquency in payment for service by a previous occupant at the premises to be served, other than a current member of the same household;

Failure to pay for a class of service different from that being provided to the location of the account;

Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;

The Company acting on its own behalf as a toll provider or on the behalf of any toll provider, subject to billing and collection agreements, may block a Customer's access to the toll provider for the nonpayment of toll charges. Call Blocking will be administered in accordance with the terms and conditions specified in Section 19 of this Agreement. The Company may universally block access to toll as long as the blocked Customer is not denied the right to elect, through a presubscribed interexchange change (PIC) mechanism, any subsequent toll service provider that is willing to provide such service.

11. Maintenance and Repairs

The Company undertakes to maintain and repair the equipment and facilities which it furnishes to customers pursuant to its tariffs and service agreements. The Customer is responsible for damages to equipment or facilities of the Company caused by the negligence or willful act of the Customer. The Customer may not rearrange, disconnect, remove, or attempt to repair, or permit others to rearrange, disconnect, remove, or attempt to repair any equipment or facilities which the Company maintains or repairs without the express consent of the Company.

If trouble develops and the Customer has any equipment or facilities which the Company does not maintain or repair, the Customer will make appropriate tests to determine whether that equipment or facility is the cause of the trouble before reporting an out-of-service or other trouble condition to the Company.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

12. Toll Limitation

Toll Limitation limits a Customer to eight hundred (800) minutes of unpaid toll usage. The 800 minutes of toll usage consists of all toll usage that is provided by the Company or any other toll provider for whom the Company provides billing service, and is based on actual, current unpaid usage, not just usage that has already appeared on the Customer's bill.

When a Customer reaches a threshold limit of toll minutes, a message will be played to the Customer when the Customer attempts to place the next toll call. This message will state that the Customer has reached a threshold number of minutes and has only a certain number of available minutes before Toll Limitation is activated on the account. Additionally, the Customer will be directed to contact the Company if the Customer has any questions.

The Customer will be blocked from initiating toll calls after hanging up on any call that carries the Customer past 800 minutes of accumulated unpaid toll minutes. Upon reaching the 800 minute limit, if the Customer is presubscribed to any toll carrier for which the Company is the primary billing agent for 1+ calling, the Customer will have both 1+ calling and dial around capabilities blocked. If the Customer's pre-subscribed carrier is not a carrier for which the Company is the primary billing agent for 1+ calling, then only the Customer's dial around access will be blocked. Once blocked, the Customer will not be able to begin making toll calls again until the Customer has paid the full amount of toll charges owed.

Access to local calling, emergency services (911) and "800" numbers will not be effected by this restriction. Customers attempting to access restricted services, i.e. toll, will be automatically routed to either a recorded announcement or a customer service representative for information regarding service restoration.

Customers may request this service as a means of limiting their toll or the Company may implement Toll Limitation on its own in order to limit its risk in regard to uncollectible accounts. The Company will inform a Customer when placing an order for service if the Customer is being placed on Toll Limitation. When a Customer is placed on Toll Limitation, the Company will send a letter to the Customer outlining the specifics of Toll Limitation.

Toll Limitation does not preclude requiring a deposit for toll service. Customers who are to be placed on Toll Limitation may be required to pay a deposit depending on their credit history. Deposits will be based upon a minimum of 800 minutes of usage per month or upon the terms and conditions established by the toll provider.



**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

13. Monthly Fees and Surcharges

Customer agrees to pay, where applicable, all taxes, surcharges, assessments, government imposed or permitted charges, and other fees that are imposed on or associated with the services purchased under this Agreement, including but not limited to 911 and TRS surcharges, except for charges where the Customer is certified as exempt.

14. Grandfathered Services

Grandfathered services are available only for existing customers of that service. Grandfathered services are not furnished for new installations, regrades, or moves unless exceptions are specified in the section of this Agreement addressing a specific grandfathered service.

A Customer with a grandfathered service may change to an available service free of initial change charges or nonrecurring charges.

15. Special Equipment and Arrangements

Special equipment and arrangements requested by customers and not otherwise provided for in this tariff may be furnished where possible, if not detrimental to any of the services furnished by the Company, at charges that are in addition to other applicable charges.

16. Overtime

For work performed outside the normal working hours of the Company at the request of the Customer, the additional expense incurred by the Company is charged to the Customer in addition to other charges which are applicable. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. The Customer will be notified in advance if such charges may apply.

17. Wire Tap Investigation

When a wire tap investigation is made by the Company at the request of a Customer, and no wire tap trouble condition in Company equipment or facilities can be found, the cost incurred for inspection of the facilities and equipment serving the Customer may be charged to the Customer.

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 3 - Regulations**

E. DIRECTORIES

The Company will furnish to its customers without charge only the directories required by Chapter 4901:1-6-12 O.A.C..

F. COMMISSION SERVICE STANDARDS

The Company will provide service in compliance with the Chapter 4901:1-6 O.A.C. as now in effect or may become effective.