

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

Section 14 - Directory Listings

A. TERMS AND CONDITIONS

All Directory Listing services in this section are available in Service Area A. All Directory Listing services in this section except Electronic Listings are available in Service Area B. However, not all listing types are available in all directories.

The rates, regulations, terms and conditions specified in this section apply only to the alphabetical directory.

The alphabetical directory is a list of Customers and others arranged alphabetically by surname, business, association, institution or other nonresidence name. The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of Customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

Listings are regularly provided in connection with all classes of exchange service except pay telephone access lines. At the request of the customer, the entire listing may be omitted from the directory (Non-Published service or Non-List service) or the address only may be omitted (Non-Address service).

Directory listings must conform to the Company's specifications for its directories. The Company reserves the right to modify the listings to accommodate the space limitations in the directory.

Special prominence or arrangement of names is not permitted. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business.

Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party. The Company may, upon notification to the Customer, discontinue any listing found to be in violation of the foregoing regulations.

In connection with nonresidence service, a descriptive term characterizing the listed party's business or purpose in a general way is furnished (in abbreviated form) as a part of the listing, when desired. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.

See Section 2 of this Agreement for regulations concerning the initial service period and service termination for directory listings.

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B. PRIMARY LISTINGS

1. Terms and Conditions

A primary listing is the listing furnished as a part of the exchange service. It includes the name of the customer, a business, purpose or other nonresidence designation when required, the address (Post Office Box is not permitted for nonresidence listings), and the telephone number.

One primary listing is furnished with each residence or nonresidence line, Centrex service, or PBX system, except that when a customer has two or more lines with Hunting, only one primary listing is provided for the hunt group.

A dual name primary listing comprised of a surname, two first names, an address and a telephone number may be provided. Titles, middle names, and initials may be associated with the first names. This listing may be provided for two persons who share the same surname and reside or have a business at the same address or for a person known by two first names.

Supplementary material not regularly provided as part of a primary listing is classified as extra line matter.

2. Rates and Charges

The monthly rate for primary listings is included in the monthly rate for the service.

The initial charge for a Primary Listing applies when establishing or changing the Primary Listing except when one or more exchange access lines are established. Additionally, in Service Area B, a Service Order Charge per order applies on subsequent orders to change the Primary Listing.

The rates and charges for Primary Listings are shown in the Price List Section of this Agreement.

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C. ADDITIONAL LISTINGS

1. Terms and Conditions

Additional listings are similar to primary listings and furnished in addition to primary listings at the request of the Customer.

To be eligible for an additional listing, the Customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent.

Supplementary material not regularly provided as part of an additional listing is classified as extra line matter.

Cellular, wireless, paging, and voice messaging listings are classified as nonresidence. Cellular, wireless, or pager numbers may be included as additional listings in Service Area A. However, due to the technical nature of these services, the Company may place limitations on, or refuse a listing for a cellular, wireless, or pager number. Cellular, wireless, or pager numbers may not be included as additional listings in Service Area B.

Residential additional listings may be the names of members of the family, or others, residing in and part of the Customer's household. A dual name additional listing may be provided to the customer subject to the terms and conditions for dual name listings in Part B. of this section.

Additional listings furnished in connection with nonresidence service may be, but are not limited to:

The names of partners or members, if the Customer is a partnership.

The names of representatives or employees of the Customer.

The names of individuals and firms which the Customer owns or controls or is duly authorized to represent. An individual or firm is considered to be represented in business by a Customer only when the Customer furnishes bona fide representation and the relationship is one of principal and agent. Listings are not furnished when the representation is nominal or incidental and the party to be listed essentially is a patron, client or tenant of the Customer. The furnishing of answering or secretarial services is not considered to be representation.

Obsolete names, colloquial names, abbreviated names, names which are commonly spelled in more than one way, and rearrangement of names, when they are not designed to secure preferential position in the directory or for advertising purposes.

Additional nonresidence listings are not permitted in connection with residence service.

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C. ADDITIONAL LISTINGS (Continued)

2 Rates and Charges

The initial charge for an Additional Listing applies when establishing or changing Additional Listings. Additionally, in Service Area B, a Service Order Charge per order applies on subsequent orders to change an Additional Listing.

The monthly rate for an Additional Listing begins when the information records are posted. Information records are posted when the listing is accepted or when the directory in which it will appear is issued, at the option of the Customer.

The rates and charges for Additional Listings are shown in the Price List Section of this Agreement.

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D. ALTERNATE LISTINGS

1. Terms and Conditions

Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.

To be eligible for an alternate listing, a Customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent.

Cellular, wireless, paging, and voice messaging listings are classified as nonresidence. Cellular, wireless, or pager numbers may be included as additional listings in Service Area A. However, due to the technical nature of these services, the Company may place limitations on, or refuse a listing for cellular, wireless, or pager number. Cellular, wireless, or pager numbers may not be included as additional listings in Service Area B.

2 Rates and Charges

The initial charge for an Alternate Listing applies when establishing or changing Alternate Listings. Additionally, in Service Area B, a Service Order Charge per order applies on subsequent orders to change an Alternate Listing.

The rates and charges for Alternate Listings are shown in the Price List Section of this Agreement.

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E. ELECTRONIC ADDRESS LISTINGS

1. Terms and Conditions

Electronic Address Listings provide listing information associated with the Customer such that the Customer may be contacted via electronic (computer) access using the Customer's Uniform Resource Locator (URL) and/or E-Mail address.

Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when in its sole judgment, such listings would violate the integrity of Company records and its directories, confuse individuals using the directory, or when the subscriber cannot provide satisfactory evidence that he/she is authorized to do business as requested.

To be eligible for an Electronic Address Listing, a Customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent.

Electronic Address Listings are not available in Service Area B.

2. Rates and Charges

The nonrecurring charge for Electronic Address Listings applies to establish or change an Electronic Address Listing.

Each electronic address is counted as a separate listing with its own separate charge.

The rates and charges for Electronic Address Listings are shown in the Price List Section of this Agreement.

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F. FOREIGN LISTINGS

1. Terms and Conditions

Foreign listings are listings in an alphabetical directory of an exchange other than the exchange in which the listed service is furnished. Foreign listings are similar to primary listings, except that extra line matter is sometimes required to direct the calling party in placing the call when the number cannot be dialed.

2. Rates and Charges

The initial charge for a Foreign Listing applies when establishing or changing Foreign Listings.

The rates and charges for Foreign Listings are shown in the Price List Section of this Agreement.

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G. NON-PUBLISHED SERVICE

1. Terms and Conditions

The name, address and telephone number of Non-Published Service is not listed in the Company's alphabetical directories. The name and address, but not the telephone number, appear on information records available to the general public.

When calling the Universal Emergency Number Service (911), a Customer forfeits the privacy afforded by Non-Published Service to the extent that the telephone number associated with the originating station is furnished to the Public Safety Answering Point on a call-by-call basis for the purpose of responding to emergency calls.

Incoming calls to Non-Published Service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present.

The acceptance by the Company of the Customer's request for Non-Published Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of Non-Published Service in the directory or disclosing the number to any person shall attach to the Company. Where such a number is published in the directory or otherwise disclosed, the Company's liability will be limited to and satisfied by a refund of any monthly charges which the Company may have made under this Part G, for Non-Published Service.

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a Non-Published Service or the disclosing of the number to any person. For additional liability information see Section 2 of this Agreement.

Providing the name, address and/or telephone number of a Non-Published Service Customer for billing purposes only, to the Customer's primary interexchange carrier, does not constitute publication or disclosure of the Customer's name, address, and/or number.

Interexchange Carriers must not release the name, address, and/or telephone number of any Non-Published Service Customer without the written consent of the Company and the Customer. Exceptions to this rule are as follows:

Use of name and address for the rendering of the interexchange carrier's bill to the Customer.

Release of the telephone number only for purposes of detail billing.

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G. NON-PUBLISHED SERVICE (Continued)

2. Rates and Charges

The initial charge for Non-Published Service applies when establishing or changing the Non-Published listing except when one or more exchange access lines are established or where assistance is requested in stopping harassing or obscene calls and Non-Published service is provided for a temporary period of 30 days or less to discourage the caller.

The monthly rate for Non-Published Service does not apply:

To Pay Telephone Access Lines

To Foreign Exchange service where the Customer is also furnished exchange service from the normal exchange.

To additional service furnished to the same Customer at the same address.

Where the Customer has other service listed in the same name in the alphabetical directory for the territory in which the Customer is located, provided that both services are of the same class, or if the services are of different classes, arrangements have been made so that calls to the listed number will be answered at all times.

Where a Customer is a permanent guest residing in a hotel or club and has an additional listing showing the telephone number included with the primary directory listing furnished the hotel or club.

Where service is installed for a temporary period.

Where assistance is requested in stopping harassing or obscene calls and Non-Published Service is provided for a temporary period of 30 days or less to discourage the caller.

In Service Area B, a Service Order Charge per order applies on subsequent orders to change Non-Published Service.

The rates and charges for Non-Published Service are shown in the Price List Section of this Agreement.

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H. NON-LIST SERVICE

1. Terms and Conditions

Non-List Service allows Customers to exclude their name, address, and telephone number from appearing in the Company's alphabetical directories. However, the Customer's name, address, and telephone number will appear in the Directory Assistance information database and will be furnished to the calling party when requested through Directory Assistance

Non-List service is offered subject to its availability in the directory of interest.

When calling the Universal Emergency Number Service (911), a Customer forfeits the privacy afforded by Non-List Service to the extent that the name, address, and telephone number associated with the originating station is furnished to the Public Safety Answering Point on a call-by-call basis for the purpose of responding to emergency calls.

The acceptance by the Company of the Customer's request to refrain from publishing the Customer's name, address and telephone number in the directory via Non-List Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the name, address or telephone number of a Non-List Service Customer in the directory will attach to the Company, and where such name, address, and telephone number are published in the directory, the Company's liability will be limited to and satisfied by a refund of any monthly charges which the Company may have made under this Part H for Non-List service.

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the name, address and telephone number of a Non-List Service Customer. [For additional liability information, see Section 2 of this Agreement.](#)

Providing the name, address and telephone number of a Non-List Service Customer for billing purposes only, to the Customer's primary interexchange carrier, does not constitute publication or disclosure of the address.

Interexchange Carriers must not release the name, address and telephone number of any Non-List Service Customer without the written consent of the Company and the Customer, except when the address is used for the purpose of rendering the interexchange carrier's bill to the Customer.

2. Rates and Charges

The initial charge for Non-List service applies when establishing or changing the listing information associated with the address. The initial charge does not apply when the Non-List Service is set-up at the same time that the primary listing associated with the access line is established. In Service Area B, a Service Order Charge per order applies on subsequent orders to change Non-List Service.

The rates and charges for Non-List Service are shown in the Price List Section of this Agreement.

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I. NON-ADDRESS SERVICE

1. Terms and Conditions

Non-Address Service allows Customers to list their name and telephone number in the alphabetical directory or information records available to the general public but not to list the address where the telephone service is located.

Non-List service is offered subject to its availability in the directory of interest.

When calling the Universal Emergency Number Service (911), a Customer forfeits the privacy afforded by Non-Address Service to the extent that the address associated with the originating station is furnished to the Public Safety Answering Point on a call-by-call basis for the purpose of responding to emergency calls.

The acceptance by the Company of the Customer's request to refrain from publishing the Customer's address in the directory via Non_address Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the address of Non-Address Service in the directory or disclosing the address to any person will attach to the Company, and where such an address is published in the directory, the Company's liability will be limited to and satisfied by a refund of any monthly charges which the Company may have made under this Part I for Non-Address service.

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the address of a Non-Address Service Customer or the disclosing of the address to any person. [For additional liability information see Section 2 of this Agreement.](#)

Providing the address of a Non-Address Service Customer for billing purposes only, to the Customer's primary interexchange carrier, does not constitute publication or disclosure of the address.

Interexchange Carriers must not release the address of any Non-Address Service Customer without the written consent of the Company and the Customer, except when the address is used for the purpose of rendering the interexchange carrier's bill to the Customer.

2. Rates and Charges

The initial charge for Non-Address Service applies when establishing or changing the listing information associated with the address. The initial charge does not apply when the Non-Address Service is set-up at the same time that the primary listing associated with the access line is established. In Service Area B, a Service Order Charge per order applies on subsequent orders to change Non-Address Service.

The rates and charges for Non-Address Service are shown in the Price List Section of this Agreement.