

CINCINNATI BELL ANY DISTANCE INC.
Nonresidence and Residence Service Agreement
Long Distance Telephone Services

Section 1 – Application of Agreement and Definitions

A. Application of Agreement

1. This Cincinnati Bell Any Distance Inc. (“CBAD” or the “Company”) Residence and Nonresidence Service Agreement describes the terms and conditions that apply to the relationship between CBAD and the Customer with respect to long distance telephone services, as described in this Agreement, to which the Customer subscribes.
2. This agreement applies only to services provided by CBAD in the State of Ohio.
3. Except as provided in this paragraph, customer subscription to, use of, or payment for services included in this Residence and Nonresidence Service Agreement constitutes Customer agreement to be bound by the charges, terms, and conditions set forth in this Agreement. The sole option for Customers who do not agree with or who are unwilling to be bound by the terms of this Residence and Nonresidence Service Agreement is to notify CBAD to cancel service. Customers who cancel service will be responsible for all usage charges, nonrecurring charges, and pro rata monthly charges incurred prior to the effective date of the cancellation.
4. The Customer is responsible for contacting CBAD in order to discontinue a service that the Customer no longer wants, can use, or becomes incompatible with the Customer’s other existing services. Customers may cancel all or a portion of the services to which they subscribe by placing a disconnect order with CBAD. If the Customer continues to subscribe to, use, or pay for other services in this Residence and Nonresidence Service Agreement, this Agreement will continue in effect for those services until cancelled by the Customer or until service is disconnected by the Company pursuant to the Regulations section of this Residence and Nonresidence Service Agreement.
5. Effective Date

The effective date of this Service Agreement is April 2, 2008, for customers already subscribing to CBAD services or the date of subscription for customers subscribing to CBAD services on or after April 2, 2008. As of April 2, 2008, CBAD’s provision of services included in this Agreement will no longer be governed by tariffs on file with the Public Utilities Commission of Ohio, but instead will be governed by this Service Agreement. This Agreement supersedes any previous agreement or terms governing services to which you subscribed before the effective date except for service provided under contract. All contract terms and conditions entered into prior to the effective date of this agreement will continue in effect until expiration of the contract.

6. Changes in Terms, conditions or prices

The Company may change the terms, conditions, and/or prices included in this Agreement pursuant to the notice process established by the Public Utilities Commission of Ohio in Case No. 06-1345-TP-ORD and Chapter 4901:1-06 O.A.C., Retail Telecommunications Services in effect April 2, 2008, or as later amended. The Customer’s continued subscription to, usage of, or payment for services after the effective date of such changes in the prices, terms, or conditions will be deemed to be Customer acceptance of such changes. Customers who do not agree to such changes must contact the Company and terminate the effected services before the effective date of the changes.

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B. Definitions

Application for Service - a standard order form which includes all pertinent billing, technical and other descriptive information which will enable the carrier to provide the communication service.

Authorization Code - a numerical code, one or more of which are assigned to a customer to enable a reseller to identify use of service on its account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on its account.

Authorized User - a person, firm, corporation or other entity authorized by the customer to receive or send communications.

Bandwidth - the total frequency band allocated for a channel.

Busy Hour - the two consecutive half hours during which the greatest volume of traffic is handled.

Cancellation of Order - a customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Cincinnati Bell Any Distance Inc., unless specifically stated otherwise.

Casual Caller - A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

Company - Cincinnati Bell Any Distance Inc., sometimes referred to as "carrier."

Completed Calls - calls answered at the distance end. If a customer is charged for an incomplete call, the Company will issue a one minute credit upon the customer's request.

Custom Account Coding - key, legend or table created by the customer for a unique project or account numbers for its private use.

Customer - the person, firm, corporation or other entity that orders or uses service and is responsible for payment of the rates and charges under a contract or this Service Agreement.

Customer Premises Equipment - communications equipment located at the customer's premises. Such equipment may be provided by the customer or by The Company.

Day Rate Period - unless otherwise specified in this Sections 5 or 6 of this Service Agreement, the Day Rate Period applies during the hours of 8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

Delinquent or Delinquency - an account for which a bill or payment agreement for services or equipment has not been paid in full on or before the due date. Amounts due and unpaid after the due date may be subject to a late payment charge.

Disconnect - to render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Dialed Number Information Service (DNIS) - A toll free service option, under which Carrier electronically transmits to Customer, identifying digits (up to 10 digits) that indicate which number was dialed when multiple numbers terminate on the same trunk group.

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Evening Rate Period - unless otherwise specified in Sections 5 or 6 of this Service Agreement, the Evening Rate Period applies during the hours of 5:00 p.m. to, but not including 11:00 p.m., Sunday through Friday.

Excessive Call Attempt - a customer attempt to call over the carrier's network using an invalid authorization code during a measured 15 minute period, within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

Expedite - The best effort acceleration of the installation date in advance of commitment date provided by the Company.

Holidays - for the purposes of this Service Agreement recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas day.

Holiday Rate Period - the evening rate will apply to calls made on the Company recognized holidays, provided, however, that calls made on holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

Interexchange Utility - a utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Message - a completed telephone call by a customer or end user.

Night/Weekend Rate Period - unless otherwise specified in Sections 5 or 6 of this Service Agreement, the Night/Weekend Rate Period applies during the hours of 11:00 p.m. to, but not including 8:00 a.m., Monday through Friday; all day Saturday; and from 8:00 a.m. to, but not including 5:00 p.m. Sunday.

Normal Business Hours - the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Physical Change - the modification of a circuit, dedicated access line, or port at the request of the customer requiring an actual material change.

Premises - the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rate - money, charge, fee or other recurring assessment billed to customers for services or equipment.

Routing Function - terminating number for toll free service may be designated by time of day, day of the week, region of originating ANI or percentage of calls.

Suspension - temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by the Company.

Toll Free Service - a service that provides long distance calling to a predestinated destination where charges are the responsibility of the call terminated party.

United States - the forty-eight contiguous United States and the District of Columbia.

Validated Account Codes - account codes that have restricted access.