

## REGULATIONS

## A. GENERAL

The terms and conditions found in this Tariff apply to services offered in all of the serving exchanges of the Company. (C)  
(C)

The regulations of this tariff apply to all tariffs of the Company except where in conflict with a specific provision of another tariff.

## 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 the 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.

In the event of an interruption to service which is not due to the negligence or willful act of the customer, there will be allowed a pro rata adjustment of the monthly charges involved, for the service and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty four hours from the time it is reported to the Company or detected by the Company. For the purpose of administering this regulation, every month is considered to have thirty days.

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Senior Director, Regulatory Affairs

## REGULATIONS

## B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

## 3. Service Irregularities and Interruptions (Continued)

For the purpose of applying this provisions, the word "interruption" shall mean the inability to complete calls; incoming, outgoing, or both. "Interruption" does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits, or other network and/or switching capacity shortages. Nor shall the credit allowance apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or unlawful or improper use of the facilities or service.

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.

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## 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.

## 6. Directory Listings

The Company does not guarantee the accuracy of listings, and will not be a party to controversies arising between customers or others as a result of listings published in its directories.

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## 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. 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.

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## REGULATIONS

## C. USE OF SERVICE AND FACILITIES (Continued)

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

## 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 the Company's service agreements 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.

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## REGULATIONS

## C. USE OF SERVICE AND FACILITIES (Continued)

## 2. 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:

- i. 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
- ii. The reception of signals by customer provided terminal equipment or communications systems, or
- iii. 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.

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## REGULATIONS

## C. USE OF SERVICE AND FACILITIES (Continued)

## 2. 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.2., 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 this tariff and the Company's service agreements.

## e. Connection of Grandfathered Communications Systems and Terminal Equipment

Grandfathered Communications Systems denote customer provided communications systems (including their equipment, premises wiring and protective circuitry if any) connected at the customer's premises that are considered to be grandfathered under Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations. These systems may remain connected for the life of the equipment without registration. Additions and modifications may be made only in accordance with FCC Part 68.

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REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

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

f. 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.

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REGULATIONS

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\*Per KRS §278.5435 all basic and non-basic services, along with applicable terms and conditions are being withdrawn from this tariff. This information is now located in Cincinnati Bell's Service Agreements. (C)  
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G. PROVISION FOR CERTAIN TAXES AND FEES

There shall be added to the customer's bill, as a separate item, an amount equal to the customer's proportionate part of any license, occupation, franchise, excise, communications services or other similar tax or fee, now or hereafter agreed to or imposed upon the Company by the state or any local public agency or taxing authority, whether imposed by statute, ordinance, franchise agreement or otherwise, and whether imposed upon or measured by the gross receipts, net receipts or revenues of the Company. Such amount will be added to the bill of each customer who receives service within the territorial limits of the taxing authority. Where more than one such tax or fee is imposed, each of the amounts applicable to the customer shall be added to the customer's bill as a separately identified item.

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