

Cincinnati Bell Any Distance Inc.

This tariff includes the rates, charges, terms and conditions of service for the provision of domestic intrastate non-optional operator services by Cincinnati Bell Any Distance Inc. ("CBAD") within the State of Colorado.

This tariff is on file with the Colorado Public Utilities Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business at 201 E. Fourth Street, Cincinnati, Ohio 45201.

For questions or complaints regarding the Company's services:

Customer Service Department
Cincinnati Bell Any Distance Inc.
201 E. Fourth St.
Cincinnati, Ohio 45201
Telephone: 1-800-571-6601

Issued by: Scott Ringo, Director - Regulatory Affairs
Cincinnati Bell Any Distance Inc.
201E. Fourth St., 102-890
Cincinnati, Ohio 45201
Telephone: 1-513-397-1354
Fax: 1-513-723-9815

 CHECK SHEET

Pages of this tariff, as listed below, are effective as of the date shown at the bottom of the respective pages. 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.

Page	Revision	Page	Revision	Page	Revision	Page	Revision
1	Original						
2	1st						
3	Original						
4	Original						
5	Original						
6	Original						
7	Original						
8	Original						
9	Original						
10	Original						
11	Original						
12	Original						
13	Original						
14	Original						
15	Original						
16	Original						
17	1st						
18	Original						
19	Original						
20	Original						
21	1st						
22	Original						

TABLE OF CONTENTS

Title Sheet..... 1

Checksheet..... 2

Table of Contents 3

Symbols 4

Tariff Format 5

Section 1 – Definitions 5

Section 2 – Rules and Regulations 9

 2.1 – Undertaking of the Company 9

 2.2 – Limitation of Service 9

 2.3 – Use of Service 10

 2.4 – Limitation of Liability 10

 2.5 – Interruption of Service 12

 2.6 – Restoration of Service 12

 2.7 – Customer Responsibility 12

 2.8 – Company Responsibility 15

 2.9 – Taxes & fees 16

 2.10 – Pay Telephone Surcharge 17

 2.11 – Interconnection 17

 2.12 – Terminal Equipment 18

 2.13 - Requirements for the Provision of Operator Services..... 19

 2.14 – Return Check Charge 19

 2.15 – Deposits 19

Section 3 – Service Description and Rates 20

 3.1 – General..... 20

 3.2 – Timing of Calls 20

 3.3 – Maximum Operator Service Rates 21

Section 4 – Promotional Offerings 22

SYMBOLS

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

C - Change in regulation, term or condition

D - Delete or discontinue

I - Increase in rate

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in rate

T - Change in text condition but no change in rate, regulation, term or condition

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, new Sheets are occasionally added to the tariff. When a new Sheet is added between Sheets existing Sheets with whole numbers, a decimal is added. For example, a new Sheet added between Sheets 34 and 35 would be 34.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current pace version on file with the Commission. For example, the 4th Revised Sheet 34 cancels the Original Sheet 34. Consult the check sheet for the Sheet 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)
- D. Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the Sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular Sheet is the most current on file with the Commission.

SECTION 1 - DEFINITIONS**1.1 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.

Call Splashing – the transfer of a telephone call from one provider of operator services to another provider of operator services in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of such location.

Calling Card – A billing arrangement whereby the originating caller may bill the charges for a call to an approved calling card.

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 (CBAD) Inc., unless specifically stated otherwise.

Collect Billing – A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

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 calls, the Company will issue a one minute credit upon the customer's request.

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 tariff.

Customer Dialed Calling Card Call – A service whereby the customer dials all of the digits necessary to route and bill the call to a calling card.

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

SECTION 1 - DEFINITIONS (continued)**1.1 Definitions: (continued)**

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.

End User – Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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

Holidays - for the purposes of this tariff 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, the 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.

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

Night/Weekend Rate Period - unless otherwise specified in this tariff, 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.

Operator Assistance Surcharge – A charge applying to a call made to an operator for any purpose other than placing a call.

Operator Dialed Surcharge – A charge applying to calls made when the user dials “00” only or any valid company operator access code and requests that the operator dial the destination number.

Operator Station Call – A service whereby the caller places a non-Person-to-Person call with the assistance of an operator (live or automated).

Person-to-Person – A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

SECTION 1 - DEFINITIONS (continued)

1.1 Definitions: (continued)

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

Third Party Billing – A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides non-optional operator services to telecommunications customers.

Communications originate when the customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. 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 the Company's network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.

2.2.4 Title to all equipment provided by the Company under this tariff remains with the Company.

2.2.5 The customer may not transfer or assign the use of service provided under this tariff except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of the service, and all regulations and conditions contained in this tariff, as well as all conditions for service, shall apply to all such permitted assignees or transferees.

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations on Service (continued)

2.2.6 Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by customer, whether invoiced by the Company to the customer, the customer's affiliates, or other designated entities.

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except where the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidableness 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 regulations and limitations specified herein.

2.4.2 The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.

2.4.3 Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Limitations of Liability (continued)

- 2.4.4 Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.4.5 The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.6 The Company shall not be liable for any damages, including usage charges, that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.

SECTION 2 - RULES AND REGULATIONS (continued)**2.5 Interruption of Service**

- 2.5.1 If a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported or carrier discovers, whichever occurs first. The refund to the customer shall be a pro rata part of the monthly recurring charges (but not for per minute or per call charges) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- 2.5.2 A credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Sub-part D of the Federal Communications Commission's rules and Regulations which specifies the priority system for such activities.

2.7 Customer Responsibility

- 2.7.1 All customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment and/or communication systems provided by others are connected to the Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:
- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
 - B. When placing an order for service, the customer must provide:
 - 1. The names and addresses of the persons responsible for the payment of service charges, and
 - 2. The names, telephone numbers, and addresses of the customer contact persons.

SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Customer Responsibility (continued)

2.7.1 (continued)

- C. The customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
1. The negligence or willful act of the customer or user;
 2. Improper use of service; and
 3. Any use equipment or service provided by others.
- D. After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

2.7.2 Upon reasonable notice, the equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure, whichever occurs first, and ceases when the operation has been restored and an attempt has been made to notify the customer. Credits will be applied as set forth in Section 2.8.1 of this tariff.
- B. The customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from the Company performing routine maintenance;
 2. Interruptions of service for implementation of a customer order for a change in the service;

SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Customer Responsibility (continued)

3. Interruption caused by the negligence of the customer or an authorized user;
4. Interruptions of service because of the failure of service or equipment due to the customer or authorized user provided facilities.

2.7.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels its order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and the Company, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

2.7.5 Payment and Charges for Services

Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until the customer requests disconnection, or until canceled by the Company pursuant to this tariff.

A. Payment of Charges

Payment will be due upon receipt of the statement. A payment is considered delinquent thirty (30) days after the due date of the bill. The due date shown on the bill must be at least 10 days after the date of the bill issuance or five days after the date of mailing, whichever is later. A late payment charge of 1.5% applies to all overdue balances.

1. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
2. Service may be denied or discontinued by the Company for non-payment of past due or delinquent amounts due the Company. Restoration of service will be subject to all applicable installation charges. Disconnection may not occur before thirty (30) days from due date and the Company must give ten (10) days written notice before any disconnection can occur.

SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Customer Responsibility (continued)

2.7.5 Payment and Charges for Services (continued)

B. Disputed Charges

Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extents that circumstances exist which reasonably indicate that such changes are appropriate. Customers with unresolved disputes may contact the Commission at:

Public Utilities Commission of Colorado
1580 Logan Street
Office Level 2
Denver, CO 80203
Toll Free 1(800) 456-0858 (In Colorado only)
(303) 894-2070

2.8 Company Responsibility

2.8.1 Calculation of Credit Allowance

Under the limitations of section 2.7.3, when service is interrupted the credit allowance will be computed on the following basis.

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited 1 day for an interruption of eight or more hours in a 24-hour period.
- C. Where there has been an outage, and a minimum usage charge applies, and the customer fails to meet the minimum usage, a credit shall be applied against that minimum. The credit shall equal 1/30th of the monthly minimum charges associated with the portion of service disabled for each period of 8 hours that the interruption continues. For the purpose of administering this rule every month is considered to have 30 days.

2.8.2 Cancellation of Credit

When the company cancels a service a final bill will be issued for any unbilled usage and monthly recurring fees. If the customer does not have any unbilled usage a credit will be issued for any monthly recurring fees billed in advance. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Company Responsibility (continued)

2.8.3 Disconnection of Service by the Company

Upon ten (10) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to the Company for service for more than thirty days beyond the due date of the bill for such service;
- B. Violation of any regulation governing the service under this tariff;
- C. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
- D. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

2.8.4 Fractional Charges

Charges for a fractional part of a month (which follows a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or has been discontinued. The numbers of days remaining in the billing period are counted starting with the day after the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

2.9 Taxes and Fees

- 2.9.1 All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the customer's bill.
- 2.9.2 To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Taxes and Fees (continued)

- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
- 2.9.4 The Company may adjust its rates or impose additional rates on its customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF) and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

2.10 Pay Telephone Surcharge

- 2.10.1 A surcharge shall be assessed for each call made from a pay telephone to a Company-provided toll-free number or placed by using a company-provided calling card. This charge is to compensate the Company for the Federal Communications Commission assessment which is paid by the Company to pay telephone service providers for the use of their pay telephone instruments. (T)
- 2.10.2 The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the customer pays for service by inserting coins during the progress of the call.

2.11 Interconnection

- 2.11.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the customer's expense.
- 2.11.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for inter-connecting its customer-provided terminal equipment or communications systems with the Company's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Terminal Equipment

- 2.12.1 The Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinter, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at its premises, including customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.
- 2.12.2 The customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.
- 2.12.3 If the customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment or personnel, or impairment to 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 of service, the Company may, upon written notice, terminate the customer's service.

SECTION 2 - RULES AND REGULATIONS (continued)

2.13 Requirements for the Provision of Operator Services

In accordance with Commission rules, CBAD shall:

- 2.13.1 Identify itself, audibly and distinctly, to the End User at the beginning of each telephone call before the End User incurs any charges and also a second time prior to connecting the call before the End User incurs any charges.
- 2.13.2 Permit the End User to terminate a call at no charge before the call is connected
- 2.13.3 Disclose immediately upon request and without charge to the End User: a) the rates or charges for the End User's intended call; b) the methods by which rates or charges will be collected; and c) the methods by which complaints concerning rates, charges or collection practices will be resolved.
- 2.13.4 Not bill for unanswered telephone calls where equal access is available.
- 2.13.5 Not knowingly bill for unanswered telephone calls where equal access is not available.
- 2.13.6 Not engage in call splashing.
- 2.13.7 Not bill for a call that does not reflect the originating location of the call.
- 2.13.8 Ensure by contract or tariff that each Aggregator for which the provider is the presubscribed provider of operator services is in compliance with the requirements of Commission Rules 7 and 8.
- 2.13.9 Withhold payment of any compensation to Aggregators if the provider reasonably believes that the Aggregator is not in compliance with Commission Rule 8.
- 2.13.10 Upon receipt of any emergency telephone call a provider of operator services shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.
- 2.13.11 No location or premise surcharges shall be charged by CBAD on behalf of an Institution or Aggregator.

2.14 Return Check Charge

All customers issuing dishonored checks will be charged \$20 per check.

2.15 Deposits

The Carrier does not collect deposits.

SECTION 3 – SERVICE DESCRIPTION AND RATES**3.1 General**

3.1.1 CBAD provides operator assisted services for communications originating and terminating within the State of Colorado. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

3.1.2 Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of CBAD's services. No installation charges apply.

3.2 Timing of Calls

Billing for calls placed through CBAD are based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 For calls other than Collect, Person-to-Person or Person-to-Person Collect, call timing begins when two way communications are established. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Person-to-Person and Person-to-Person Collect calls, call timing begins when two-way communications are established between the designated party or station and the calling party. For Collect calls, call timing begins when the called party agrees to accept charges for the call.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.

3.2.4 Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.

3.2.5 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, CBAD will reasonably issue credit for the call.

SECTION 3 – SERVICE DESCRIPTION AND RATES (continued)

3.3 Operator Service Rates

The following billing arrangements are available to customers through the Company’s Operator Services:

- a) Customer Dialed Calling/Credit Card
 This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.
- b) Operator Dialed Calling/Credit Card
 This is a service whereby the operator dials all of the digits necessary to route and bill the call. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.
- c) Operator Station
 This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.
- d) Person-to-Person
 This is a service whereby the person originating the call specifies to Cincinnati Bell Any Distance Inc’s operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.
- e) Operator Assistance
 A charge applying to a call made to an operator for any purpose other than placing a call.

3.3.1 Maximum Rates

	Day		Evening		Night/Weekend	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
Mileage						
All	\$0.2000	\$0.2000	\$0.1100	\$0.1100	\$0.1100	\$0.1100

Operator Assisted Surcharges:

Customer Dialed Calling Card Station Automated	\$0.30
Customer Dialed Calling Card Station – Operator Assisted	0.58
Operator Dialed Calling Card	1.13
Operator Station	1.25
Billed to Third Party	1.51
Person-to-Person	3.00
Collect Calls	1.85
Operator Assistance	.75
 Pay Telephone Surcharge	 .494

(I)

SECTION 4 – PROMOTIONAL OFFERINGS

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive or reduce some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be filed with and approved by the Commission no later than the date upon which the offer is to commence.