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## A137. BILLING AND COLLECTION SERVICES

### A137.1 Bill Processing Service

(Obsoleted 5/6/2006, Type 2. This service is not available for new installations on and after the specified obsolete date.)

#### A137.1.1 General

- A. This Section of this *Guidebook* covers the provision of Bill Processing Service to enhanced and information service providers (customers). Bill Processing Service allows a customer to send rated charges to the Company to be printed on the end user's telephone bill. In order for the Company to bill for these services, the end user must be a subscriber of the Company who receives a monthly telephone bill. Enhanced and/or information services are defined as those services which are offered over the Company's common carrier facilities and which employ computer processing applications that: act on the format, content, code, protocol, or similar aspects of the end user's transmitted information; provide the end user additional, different, or restructured information; or involve end user interaction with stored information. Enhanced and/or information service providers include those customers who provide on-line: transaction processing, alarm monitoring and telemetry, telemessaging/answering services, voice messaging, electronic messaging, database services, videotex services, audiotex services, electronic data interchange, data processing services, video services, database management services, network management services and facilities management services and any set or subset of these or similar services. Services offered using 900 numbers, or 700 numbers used in a 900-like manner, will not be billed under the terms of this *Guidebook*. (T)
- B. The Company will provide Bill Processing Service pursuant to this Section of this *Guidebook* in its operating territory. Billing will be provided only for customer rated service charges. The customer will provide rated service charges, properly formatted and ready to be printed, to the Company for inclusion on the end user's bill. These charges will appear on a page separate from any page showing Company charges and from any page showing certified carrier charges. Charges for more than one customer may appear on this separate page. The end user will remit payment for these charges to the Company. The Company will remit payment to the customer each month based upon the total revenue billed to end users less the Company's charges, any uncollectibles, and any adjustments. (T)
- C. Programming which involves live group interaction, such as "GAB" lines, "chat" lines or similar type programs where the primary purpose is for callers to interact with one another, will not be billed under the terms of this *Guidebook*. (T)
- D. Automated calls will not be billed if such calls have not been affirmatively accepted by the billed party (e.g., affirmative acceptance is not present when a call is automatically billed to called party if called party does not disconnect within a given time period). Automated calls must comply with the provisions of the Telephone Consumer Protection Act of 1991, all federal regulations promulgated thereunder and all applicable state statutes, tariffs and *guidebooks*. (T)
- E. Autodialers which deliver a recorded message to the end user must release the connection as promptly as possible following disconnection by the end user.

#### A137.1.2 Undertaking of the Company

- A. When Bill Processing Service is ordered by a customer, the Company will establish an account for the customer and render bills to the end users in the Company's territory to whom the Company normally provides a monthly telephone bill. Bill Processing Service will be provided at the rates and charges as set forth in A137.1.6.
- B. The Company will bill all customer-rated service charges provided by the customer. Toll messages will not be billed under this Section. The bill format will be determined by the Company. (T)

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## A137. BILLING AND COLLECTION SERVICES

### A137.1 Bill Processing Service (Cont'd)

#### A137.1.2 Undertaking of the Company (Cont'd)

- C. When the customer supplies properly formatted input records, the Company will process those input records in the Company's next billing cycle. The Company will furnish the customer the precise details of the billing format. If, in the course of Company business, it is necessary to change the format, the Company will attempt to notify customers affected by this change six months prior to the change.
- D. With the exception of enhanced/Information Services provided by the Company, these statements will be included on a page, separate from any page showing Company charges and from any page showing certified carrier charges, as part of the regular monthly telephone bill. Charges for more than one customer may appear on this separate page.
- E. Typically, the Company will be paying out the billed amount to the customer prior to receiving payment from the end user. Therefore, the Company reserves the right to require a deposit from the customer to cover any potential deficiency that may arise as a result of end user non-payment of the billed charges. This deposit may be up to the equivalent of the customer's anticipated billing for a three month period. The deposit may be made in cash or by an approved bank letter of credit. All cash deposits will accrue interest as described in Section A2. Upon termination of service, the deposit and any accrued interest may be credited by the Company against uncollectibles and/or adjustments. The balance, if any, shall be returned promptly to the customer but in no event later than forty-five days after service is discontinued. (T)  
Bill Processing Service may be suspended if the billing submitted during a month exceeds one-third of the deposit on record. The customer may be required to either adjust the billing or increase the deposit to cover the higher amount.
- F. The Company will not become involved in disputes between a customer and the customer's end users. The end user will be referred to the customer for resolution of any disputed charges. The customer will provide adjustments to end user accounts using the established billing procedures. Therefore, the Company should not find it necessary to remove customer charges from the end user's bill. However, the Company may block billing of a customer's charges to an end user's telephone number pending resolution of a dispute between the end user and the customer. If resolution is not reached, the Company may remove a customer's disputed charge from an end user's bill and deduct that amount from the customer's accounts receivable. It will be the customer's responsibility to pursue the collection of that amount. Upon notification that the dispute has been resolved, billing to the end user's telephone number may be resumed.
- G. The Company will not render bills under this Section for the provision and/or delivery of telegrams, flowers, gifts, wine or other similar services. (T)
- H. Nonpayment of customer billing by an end user shall not be cause for denial or termination of an end user's local exchange service.
- I. The Company will not bill any pay-per-call charges on behalf of the subscriber that exceed a maximum of \$10.00.

#### A137.1.3 Liability of the Company

- A. If the Company finds, or is notified of, an error in billing to an end user, the Company will make a reasonable effort to correct the error and bill the appropriate end user within the limits permitted by laws of the state in which it provides the service. If the error is caused by the Company and the Company cannot timely bill the proper end user, the extent of the Company's liability for damages will be the known amount misbilled. If the error is not caused by the Company, the customer shall be liable for all appropriate charges as specified in A137.1.6 following and any other cost and expenses incurred by the Company to correct the error.

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## A137. BILLING AND COLLECTION SERVICES

### A137.1 Bill Processing Service (Cont'd)

#### A137.1.4 Obligations of the Customer (Cont'd)

C. (Cont'd)

Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's provision of service in this Section, the Company will advise the customer and the customer shall be liable for any such tax, interest, penalty and surcharge. The customer shall immediately reimburse the Company the amount of such tax, interest, penalty and surcharge paid by the Company. If the customer disagrees with the determination that any taxes are due by the Company or disagrees with an assessment of any tax, interest, penalty and surcharge due by the Company as a result of the Company's provision of this service, the customer shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax. The customer may protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, interest, penalty, and surcharge ultimately determined to be due. (T)

D. The customer is responsible for collecting from the end user any deposit amount required for the services provided by the customer.

E. The customer must provide the end user with written notification that future charges from the customer will be included on the end user's bill for Local Exchange Service.

F. The customer will not use the Bill Processing Service as a means of placing any informational messages onto the bill page.

G. Bill Processing Service shall not be used for any communication which is prohibited by law, or which is unlawful, contains matter which implicitly or explicitly invites, describes, stimulates, excites, arouses, or otherwise refers to sexual conduct, or which contains sexual innuendo which may arouse or attempt to arouse sexual desire. This service is not to be used or administered in conjunction with misleading, exploitative or similarly abusive business practices. The dissemination of such messages by the customer shall be grounds for immediate discontinuance of Bill Processing Service and the Company will have no liability to anyone as a result of Company action in this regard.

H. The customer shall respond promptly to any and all complaints lodged with any *governing* authority against any of its enhanced and/or information services for which the Company provides billing services. If requested by the Company, the customer shall assist the Company in responding to complaints made to the Company concerning any enhanced and/or information service of the customer. (T)

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## A137. BILLING AND COLLECTION SERVICES

### A137.1 Bill Processing Service (Cont'd)

#### A137.1.4 Obligations of the Customer (Cont'd)

- I. The Company will actively support industry efforts aimed at providing end users with advance information to enable end users to judge the suitability or unsuitability of pay-per-call enhanced and/or information services before choosing to access those services. It is the responsibility of the end user to decide the suitability of the enhanced and/or information service before accessing the service. The Company will not become involved in disputes between an end user and a customer. The customer providing pay-per-call enhanced and/or information services for which the total charge exceeds \$3.00, must include a clearly understandable and audible preamble statement at the beginning of the pay-per-call enhanced and/or information service that includes the following information: a generic description of the information or service that the end user will receive if the call is completed (i.e., "sports scores", "stock quotes", etc.), the name of the provider of the enhanced and/or information service, and a statement regarding the charge to the end user as follows: "This call will cost you \$\_\_\_\_. If you do not wish to incur this charge, hang up now." The preamble message must be given within 15 seconds and must be followed by a 3 second period within which the caller can hang up without being charged for the call. The program providing pay-per-call enhanced and/or information services may allow the end user to affirmatively bypass a preamble.
- J. The customer must provide for each program promotion where there is a potential for minors (defined as under 18 years of age) to be attracted to the program, clear and conspicuous notification, in language understandable to children, of the requirement to obtain parental permission before placing or continuing with the call (i.e., "Children, you should ask your parents for permission before calling. Hang up now if you have not asked your parents for permission before calling this number.") The parental consent notification must appear prominently in all advertising and promotional materials, and in the program preamble. Children's programs shall not have rates in excess of \$5.00 per call, and shall not include the enticement of a gift or premium.
- K. The customer must prominently disclose the additional cost per minute or per call for any other telephone number that the customer's end user is referred to either directly or indirectly.

#### A137.1.5 Payment Arrangements and Audit Provisions

- A. The Company will issue a remittance check each month to each customer for which it provides Bill Processing Service. The amount will be based upon the total revenue billed to end users of the customer, less the Company's rates and charges as specified in A137.1.6 following and less any uncollectibles or adjustments.
  - Remittance will be made to the customer within thirty days following the close of the month under report.
  - If service is discontinued, all remittance money due the provider may be credited or applied to the final bill issued for the charges associated with this Section.
  - Should the Company's charges plus any uncollectibles and adjustments exceed the total revenue billed, the customer will remit to the Company the outstanding balance within thirty days from the date of the Company's invoice.

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**A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING****CONTENTS**

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**A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING**

**A139.1 Three-Digit Dialing Service (N11)**

(Obsoleted February 25, 2002, Type 4) Service and rates in this section are available for existing customers at existing locations only. Not available for new service, additions to existing service or moves of existing service to new locations.

**A139.1.1 General**

- A. Three-Digit Dialing Service (hereafter N11 Service) is a three-digit local dialing arrangement available in specified areas, with *the Company's* recording and rating of the call, for delivery of general information via voice grade facilities. (T)
- B. The N11 subscriber may apply a charge to his end users, within the N11 subscriber's local calling area, for services delivered in response to calls to an N11 number. The Company will record and rate these calls on behalf of the Company's N11 subscriber only.
- C. For the purposes of handling (recording) of end user calls to an N11 provider, the Company will provide call detail for rating of N11 calls by the Competitive Local Exchange Carrier (CLEC) as defined in the Resale Agreement.
- D. The Local Calling Area of the N11 Service subscriber will be the basic Local Calling Area defined in A3.3, as facilities permit. (T)

N11 Service will be made available in the following Basic Local Calling Areas:

**Basic Local Calling Areas**

Tier 1	Ft. Lauderdale, Miami
Tier 2	Daytona Beach, Jacksonville, Orlando, Pensacola, West Palm Beach
Tier 3	Brooksville, Gainesville, Melbourne, Panama City, Port St. Lucie
Tier 4	Belle Glade, Bunnell, Chipley, Key Largo, Lake City, Pierson, Pomona Park, St. Augustine, Sugarloaf Key

- E. Where conditions permit, Extended N11 service may be provided to include single exchanges in an existing N11 Basic Local Calling Area. At the N11 subscriber's option, the following Basic Local Calling Areas may be Extended to include the following Exchanges:

<b>Basic Local Calling Area:</b>	<b>Extended Exchanges</b>
West Palm Beach	Boca Raton
West Palm Beach	Delray Beach
Key Largo	Marathon
Melbourne	Titusville
Orlando	DeBary
Orlando	Geneva
Orlando	Sanford

For purposes of application of Service Establishment charges, the above exchanges are assigned to tiers as follows:

**Exchange**

Tier 3	Boca Raton, Delray Beach, Sanford
Tier 4	DeBary, Geneva, Marathon, Titusville

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## A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

### A139.1 Three-Digit Dialing Service (N11) (Cont'd)

#### A139.1.1 General (Cont'd)

- F.** N11 Service will be assigned for commercial use in each local calling area, only in those instances where the codes has not been requested by an entity as defined by the Federal Communications Commission in CC Docket 92-105 for specific uses. The specific uses are as follows:
- 211 - access to community information and referral services
  - 311 - access to non-emergency police and other government services
  - 411 - directory assistance
  - 511 - access to travel information services
  - 611 and 811 - access to service repair and business office uses of al providers of telephone exchange service
  - 711 - access code to Telephone Relay Services (TRS)
- With this assignment, non-commercial use of 211, 511 and 711 will be provided as specified in Section A13. In addition, guidelines for reassignment of N11 codes are defined in A139.1.2.D. (T)
- G.** Only one N11 number will be assigned to an N11 subscriber or its affiliates per local calling area.
- H.** An "affiliate" (as used in A139.1) of an N11 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the N11 subscriber. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
- I.** If the Company provides billing on behalf of the subscriber, the *terms and conditions* for Billing and Collection Services as defined in Section A37., as well as the *terms and conditions* as defined in this Section will apply. (T)
1. Billing and Collection Services as defined in Section A37., will only apply to N11 service where the N11 provider is a Company subscriber. (T)
  2. The Company will provide billing on behalf of the N11 subscriber, only when the end user is a BellSouth local exchange customer.
- J.** N11 Service is available in *the Company's service* territory only. To provide access to an N11 number to end users in an independent company territory or to a CLECs end user within the local calling area, the N11 subscriber must make appropriate arrangements with the independent company or CLEC serving that territory. (T)
- K.** N11 Service can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- L.** This service is furnished subject to the availability of N11 numbers.
- M.** Limitations and use of service as stated in Section A2. apply. (T)
- N.** Calls to a disconnected N11 number will be routed to intercept over the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Additional requirements and/or conditions as specified in A139.1.2.D apply. (T)
- O.** Directory Listings may be provided for N11 Service at rates, *terms and conditions* as specified in Section A6. The phrase "Charges May Apply" will be included in the N11 Service listing at no additional charge. (T)



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## **A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING**

### **A139.1 Three-Digit Dialing Service (N11) (Cont'd)**

#### **A139.1.2 Service Requirements and Conditions**

- A.** All requests for N11 Service must be submitted in writing to the independent firm designated by the Company for assignment of N11 numbers. The independent firm will allocate N11 Service numbers in the specified Basic Local Calling Areas pursuant to non-discriminatory procedures approved by Company. An earnest money deposit must be included with the written request for N11 Service, except for a request by Law Enforcement, as identified in FCC Order No. 97-51, issued February 19, 1997, for 311. This deposit should be in the form of a certified or cashiers check in the amount of the nonrecurring charge for N11 Service establishment in the Basic Local Calling Area for which the customer is requesting service. If the customer is assigned a N11 Service number, the deposit will be applied to the customer's charges for establishing N11 Service. If the customer is not assigned a N11 Service number, the check will be returned to the customer. The Company will not pay interest on the earnest money deposit.
- B.** Within 30 calendar days of the number assignment, the N11 subscriber must initiate a service request order which will determine the subscriber's provisioning date. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The N11 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

If, during or at the end of this 90-day period, the N11 subscriber has failed to establish service or decides to discontinue service establishment, the N11 number will be recalled and the number will be considered available for reassignment as specified in A. preceding. If the network has been provisioned for the subscriber, the nonrecurring charge will not be refunded or waived.

A minimum usage charge becomes effective 6 months after the service has been initially provisioned. Once it becomes effective, this charge will be billed to the N11 subscriber for any billing period in which the N11 subscriber's usage charges fall below the amount of the Minimum Usage Charge in A139.1.7. The transfer of an N11 number to an affiliate, whether through merger, acquisition, or otherwise, will not toll or restart the counting of the 6 months period during which the minimum usage charge does not apply.

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## A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

### A139.1 Three-Digit Dialing Service (N11) (Cont'd)

#### A139.1.2 Service Requirements and Conditions (Cont'd)

- C. The N11 subscriber must either (1) obtain a new 7 or 10-digit number, (2) designate an existing non-published 7 or 10-digit number, or (3) change an existing published 7 or 10-digit number to a non-published number, which will be established as the lead number in the hunt group, ACD, etc., of the subscriber. This 7 or 10-digit number must be non-published. When the N11 Service is disconnected or discontinued, the N11 subscriber must surrender this 7 or 10-digit number as part of the N11 Service. This 7 or 10-digit number can be either disconnected or a new 7 or 10-digit number can be assigned. Appropriate rates from Sections A3. and A4. will apply. (T)
- D. The Federal Communications Commission (FCC) has ordered that certain N11 numbers be assigned for national purposes and certain uses. As requests are submitted by qualifying entities for N11 numbers assigned for national use, the Company will update the *Guidebook* accordingly and inconsistent commercial uses of such numbers shall be discontinued according to the following provisions. (T)

The N11 subscriber must, prior to provisioning of the service, sign a written acknowledgement of this condition and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 97-51, issued by the FCC in CC Docket 92-105 regarding the use and return of such N11 codes. If a recall is effected, the Company will work with all N11 subscribers affected by such recall to transfer their service arrangements, if technically and economically feasible at the time, to an abbreviated dialing arrangement, and if not feasible, to a seven-digit dialing arrangement within the 6-month notice period. No additional intercept routing will be provided beyond the end of the 6-month notice period. The number will be available for immediate reassignment. The N11 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The N11 subscriber will be charged the appropriate *guidebook* rates or lower rates established on an individual case basis for the establishment of the new access arrangement. (T)
- E. The N11 Service is provided where facilities permit.
- F. N11 subscribers should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach information services provided by dialing an N11 number. Charges for calls to the N11 number made from cellular end users will be billed to the cellular company. This may require the N11 subscriber to enter into a contractual agreement with the cellular company to provide 3-digit access service and the billing associated with the service.
- G. N11 subscribers should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach information services provided by dialing an N11 number. The CLEC company will bill charges for calls to the N11 number made from CLEC end users. This may require the N11 subscriber to enter into a contractual agreement with the CLEC company to provide 3-digit access service and the billing associated with the service.

## A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

### A139.1 Three-Digit Dialing Service (N11) (Cont'd)

#### A139.1.2 Service Requirements and Conditions (Cont'd)

H. N11 Service will be provided under the following conditions.

1. For network sizing and protection, each N11 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to an N11 number.
2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to N11 numbers without impairing the Company's general telephone service or telephone plant. The customer may be required further to bear the expense of traffic load protection equipment when, in the judgment of the Company, such would be required as a protection to the general telephone service or telephone plant during temporary periods of traffic overload.
3. The Company report of the number of local calls completed to each N11 number will serve as the sole document upon which remittance will be made. In the event the Company's charges for calls exceed the revenue from billed calls, the subscriber will be liable for payment of the difference to the Company. Nonpayment of the N11 call billing by the end user shall not be cause for denial or termination of the end user's exchange telephone service.
4. The N11 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
5. The N11 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the Service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
6. Suspension of Service as covered in Section A2. is not applicable for this service. (T)
7. When N11 Service is disconnected all remittance money due to the N11 subscriber may be credited or applied to the final bill issued for the recurring charges associated with this *Guidebook*. (T)
8. If an N11 subscriber discontinues subscription to N11 Service, the N11 number will be disconnected and reassigned according to the conditions defined in A. preceding. Upon the termination of N11 Service, the N11 number may be reassigned after 60 days. Additional requirements and/or conditions as specified in A139.1.2.D apply. (T)
9. Unless otherwise specifically provided in this *Guidebook*, the Company shall be authorized to disconnect any *guidebook* service provided to the N11 subscriber utilized, directly or indirectly, with the N11 Service which fails to comply with *terms* and conditions set forth herein, upon five (5) days notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the N11 subscriber is in compliance with *terms* and conditions of the *guidebooks*. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company. (T)

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**A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING****A139.1 Three-Digit Dialing Service (N11) (Cont'd)****A139.1.2 Service Requirements and Conditions (Cont'd)****H.** N11 Service will be provided under the following conditions. (Cont'd)

10. The N11 subscriber is responsible for informing potential end users that a call to the N11 number will be at the charge the subscriber establishes and if applicable, will be billed by the Company for calls from within the N11 subscriber's local calling area. The N11 subscriber must notify the Company in writing at least 30 days in advance if the call charge is to be increased or decreased. Such charge shall begin on the date requested by the N11 subscriber. As a result, the N11 end user bills may show calls to the N11 number at different rates during the same billing period.
11. If the Company provides billing for N11 Service, billing entries to appear on the end user's bill must be specified by the N11 subscriber, as provided Section A37. A telephone number must also be provided for printing on the bill for end user inquiry purposes. (T)
12. The Company will rate the calls from end users of the N11 subscriber one charge per call to the N11 number.
13. The N11 subscriber shall subscribe to adequate exchange facilities to transport the calls to the N11 subscriber's premises.
14. The Company will not be responsible for recording and rating those calls that by-pass the N11 routing.
15. The N11 subscriber shall provide appropriate answer supervision for a minimum two-second duration for all calls completed to the N11 subscriber to ensure proper recording and rating for the service.
16. When end users are charged for services delivered in response to calls to an N11 number, the N11 subscriber must provide a preamble at the beginning of each N11 Service call, stating the charge for the N11 Service call. The N11 subscriber's preamble on all calls where there is a potential for minors (defined as under 18 years of age) to be attracted to the program, must provide clear and conspicuous notification in language understandable to children of the requirement to obtain parental permission before placing or continuing with the call. The preamble message must be given within 15 seconds and must be followed by a 3 second period within which the caller can hang up without being charged the N11 Service charge for the call. The N11 subscriber may allow a caller to affirmatively bypass a preamble. However, if the period of time from off-hook condition to on-hook condition is 18 seconds or less, the N11 Service charge will not be recorded or rated. In those instances where the call is likely to exceed the maximum \$10.00 rate level specified in .21 following, the preamble must advise the caller that an additional call may be required to complete the transaction.
17. Children's programs shall not have rates in excess of \$10.00 per call, and shall not include the enticement of a gift or premium.
18. No N11 subscriber shall promote N11 Service with the use of an autodialer or broadcasting of tones that dial an N11 number.

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## A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

### A139.1 Three-Digit Dialing Service (N11) (Cont'd)

#### A139.1.2 Service Requirements and Conditions (Cont'd)

- H.** N11 Service will be provided under the following conditions. (Cont'd)
19. The N11 subscriber must prominently disclose the additional cost per minute or per call for any other telephone number i.e. 700, 800, 900, that the caller is referred to either directly or indirectly.
  20. The N11 subscriber will charge callers to the N11 number a rate that does not exceed a maximum of \$10.00 per call. In those cases where N11 subscribers rate their own calls, prior to the termination of a call which has reached the maximum \$10.00 rate level, a caller will be advised that he must terminate the call and initiate another call which may not require the caller to hear the preamble provided for the initial call. The maximum rate of \$10.00 per call will apply to all subsequently initiated calls placed following the original call.
  21. The N11 subscriber shall respond promptly to any and all complaints lodged with any *governing* authority against any service provided via the N11 number. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service. (T)
  22. A written notice will be sent to any N11 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of N11 Service. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.
- I.** If a pre-recorded announcement is provided by the N11 subscriber, the following conditions apply.
1. The N11 Service subscriber will provide announcements. The Company will provide only the delivery of the call.
  2. N11 Subscriber sponsorship of any particular announcement of recorded program service shall not preclude another N11 subscriber from sponsoring the same or similar announcement or recorded program service.
  3. The provision of access to the N11 Network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
  4. The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  5. The N11 subscriber assumes, according to other specific rates and charges under *this guidebook*, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises. (T)

## **A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING**

### **A139.1 Three-Digit Dialing Service (N11) (Cont'd)**

#### **A139.1.2 Service Requirements and Conditions (Cont'd)**

- J.** The Company may take all legal and practical steps to disassociate itself from N11 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that generates unacceptable levels of complaints by end users.
- K.** In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this *Guidebook*. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber. (T)
- L.** The N11 Service subscriber must be located within the principal exchange of the Basic Local Calling Area in which he subscribes to N11 Service.
- M.** If the N11 Service subscriber also subscribes to the Company's Billing and Collection service, the subscriber may choose itemized billing or aggregate billing to the end user. Itemized billing will print on the end user's bill a separate line identifying each call made to the N11 Service number. Aggregate billing will print on the end user's bill one line to indicate the total number of calls made to the N11 Service number and the total amount of the charges for those calls.

#### **A139.1.3 Obligations of the Competitive Local Exchange Carrier**

- A.** In those instances where a CLEC assumes responsibility for an N11 subscriber, all terms and conditions defined in this *Guidebook* and in their Resale Agreement will apply with the exceptions of: (T)
  - 1. Billing on behalf of the N11 subscriber is the responsibility of the CLEC. Billing and Collections as defined in A37., will not apply to N11 services where the N11 provider is a CLEC's subscriber. (T)
  - 2. When the N11 Service is disconnected or discontinued, the N11 Provider must surrender the 7 or 10-digit number as defined in A139.1.2.C. preceding.
- B.** In those instances where a CLEC provides N11 service to its end user within the local calling area, terms and conditions for N11 service are as defined in the appropriate Interconnection Agreement.
  - 1. For purposes of providing a CLEC end user access to an N11 provider within the local calling area, appropriate arrangements must be made by the CLEC with the N11 provider serving the local calling area.
  - 2. A CLEC may negotiate the provision of directory listings as defined in their Interconnection Agreement.

#### **A139.1.4 Advertisement Terms and Conditions for N11 Service**

- A.** All advertising inviting the use of or in any way relating to N11 Service shall conform to and comply with the requirements and conditions contained herein as well as all other applicable *guidebook* provisions, rules, ordinances, laws and statutes. (T)
- B.** The advertising for N11 Service shall comply with the following *terms and conditions*: (T)
  - 1. Advertising may be distributed in any form that the subscriber chooses, provided it complies with and conforms to the specifications contained herein.
  - 2. No advertising shall be permitted which, in form or substance, does not allow for an audit trail which is verifiable independent of the subscriber for review and confirmation, at any given moment, of compliance with the procedures and specifications set out herein, as well as in other applicable *guidebook* provisions. (T)

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## A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

### A139.1 Three-Digit Dialing Service (N11) (Cont'd)

#### A139.1.4 Advertisement *Terms and Conditions* for N11 Service (Cont'd)

- (T)
- C. Each advertisement shall inform potential callers of the name of the person responsible for the advertisement, the charge for N11 calls, and if billing is provided by the Company, that the charge will appear on the telephone bill from which the call is placed. This information shall be displayed with such clarity and prominence to permit it to be noticed and understood by prospective callers. In order to ensure that callers will have an adequate opportunity to notice and understand the foregoing information, advertisements inviting the use of or in any way relating to N11 Service will, at a minimum, be conducted in compliance with the following media-specific specifications.
1. Print Media - Notice of the charge for each N11 call and, when applicable, the fact of inclusion of this charge on the telephone bill, and the telephone number of the person responsible for the advertisement shall appear on the face of any printed material, in BOLD type (if BOLD type is permitted by the advertising medium: if BOLD type is not permitted, the same type as used in the remainder of the advertisement shall be used) of a size no smaller than the largest type contained elsewhere in the advertisement.
  2. Audio or Verbal Media - Notice of the charge for each N11 call and, when applicable, the fact of the inclusion of the charge on the telephone bill shall be stated once during audio or verbal advertisements. This portion of the advertisement shall be broadcast at the same audio level with the same diction and pace as the remaining portions of the ad.
  3. Audio/Visual - Notice of the charge for each N11 call and, when applicable, the fact of inclusion of these charges on the telephone bill, and the person responsible for the advertisement shall be both displayed/broadcast during any audio/visual advertisement. When displayed, this information shall be shown for the same duration as the N11 Service number is shown, each time the N11 Service number is shown. In all other respects, the advertisement shall conform to the specifications for print advertisements and audio or verbal advertisement set out in 1. and 2. preceding.
- D. In addition to complying with the procedures stated preceding and all other specifications relating to the advertisement of the charge and bill consequences associated with N11 Service, each N11 subscriber shall comply with the following:
1. The N11 subscriber shall exclude from any advertisement any matter the dissemination of which is prohibited by law. No advertisement shall be used which, because of words, phrases, statements or illustrations therein or information omitted therefrom, has the capacity or tendency to mislead or deceive prospective callers as to the cost, extent, quality, caller's qualification or nature of any information or service to be received from an N11 call. The N11 subscriber shall respond promptly to any and all complaints lodged with any *governing* authority regarding advertisement for N11 Service. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints to the Company concerning advertisements for N11 Service.
  2. Where detailed and complete information concerning the N11 Service is prominently displayed in a publication, other references to the N11 Service within that publication need not repeat all of the information so long as each other reference clearly reflects that there is a charge for dialing the N11 Service number and where the complete information is located.
- (T)

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**A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING****A139.1 Three-Digit Dialing Service (N11) (Cont'd)****A139.1.5 N11 Service Monthly Report**

- A. The N11 Service Monthly Report is a monthly record of terminating traffic to the N11 subscriber per local calling area. The information in this report will include the calling telephone number, date, time of day, call duration of each call received, and the rate to be charged for the call.
- B. The N11 Service Monthly Report will be provided via paper copy or diskette, where available, to the N11 subscriber.
- C. The N11 Service Monthly Report will be offered where facilities permit and where the Company's message billing process has been arranged to provide this optional feature.
- D. The N11 Service Monthly Report is not represented to be a provision of billing detail.
- E. Telephone numbers listed in the N11 Service Monthly Report are intended solely for the use of the N11 subscriber. Resale of this information is prohibited by this *Guidebook*. (T)
- F. The N11 Service Monthly Report will only apply to N11 services where the N11 provider is a Company subscriber.

**A139.1.6 N11 Service Call Detail Information**

- A. N11 Service Call Detail Information is offered for N11 subscribers that provide billing for the N11 Service. This information is a monthly record of terminating traffic to the N11 subscriber per local calling area. The information will include the calling telephone number, date, time of day, call duration of each call received, and the rate to be charged for the call.
- B. The N11 Service Call Detail Information will be provided via diskette in ASCII format to the N11 subscriber.
- C. The N11 Service Call Detail Information will be offered where facilities permit and where the Company's message billing process has been arranged to provide this feature.
- D. The N11 Service Call Detail Information is not represented to be a provision of billing detail.
- E. Telephone numbers listed in the N11 Service Call Detail Information are intended solely for the use of the N11 subscriber. Resale of this information is prohibited by this *Guidebook*. (T)
- F. The N11 Service Call Detail Information will only apply to N11 services where the N11 provider is a Company subscriber.



**A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING**

**A139.1 Three-Digit Dialing Service (N11) (Cont'd)**

**A139.1.7 Rates and Charges**

**A. Application of Rates**

1. Nonrecurring charges shall apply for each N11 number per local calling area.
2. If the Company provides billing, charges for using the Billing and Collection Services as stated in Section A37. will apply. (T)
3. N11 subscribers will pay the normal *guidebook* charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the N11 subscriber's designated premises. (T)
4. Applicable service order charges as specified in Section A4. will apply, in addition to the following rates. (T)
5. A charge will apply to changes to the billing arrangement at the subscriber's request. Such changes may be one of the following: a change in rate to the end user for an N11 Service call, or a change of subscriber name or telephone number provided on the end user's bill.
6. A Minimum Usage Charge will be billed to the N11 subscriber in each billing period, following the 6-month period after the service has been provisioned, in which the N11 subscriber's usage charges fall below the amount of the Minimum Usage Charge in B.5. following.
7. Extended N11 Service is provided from exchanges as indicated in A139.1.1.C. A monthly charge applies per business line or PBX trunk to the N11 subscriber in addition to the regular monthly charges for business lines or PBX trunks in Section A3. Toll charges to N11 codes do not apply from extended N11 exchanges when the N11 subscriber subscribes to the Extended N11 service option; however, usage charges as specified in A39.1.6.B.4. will apply on these N11 calls. (T)

**B. Charges applicable to the N11 Service Subscriber:**

1. Establishment of N11 Service, per N11 Service number, per Local Calling Area

	<b>Nonrecurring Charge</b>	<b>USOC</b>
(a) Tier 1	<b>\$30,000.00</b>	NA
(b) Tier 2	<b>16,500.00</b>	NA
(c) Tier 3	<b>6,300.00</b>	NA
(d) Tier 4	<b>3,100.00</b>	NA
2. Billing Arrangement Change by Subscriber		
(a) Per N11 Service Number, per Local Calling Area	<b>675.00</b>	N11NS
3. Change of Point-to Number by Subscriber, Per Local Calling Area		
(a) Tier 1	<b>1,500.00</b>	N11AP
(b) Tier 2	<b>400.00</b>	N11NP
(c) Tier 3	<b>220.00</b>	N11NQ
(d) Tier 4	<b>60.00</b>	N11NR