



## TELEPHONE TERMS AND CONDITIONS

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### TELEPHONE SERVICES

#### 1. Telephone Numbers

- 1.1. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the ventral office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements.
- 1.2. When services are discontinued, telephone numbers will be held from use (aged) according to industry standards before reassignment.

#### 2. Telephone Directories

The Company provides listing information to a third party that publishes and distributes directories and publishes and distributes telephone directories to its customers.

The Company will normally publish and distribute a directory periodically containing the serving exchange listings for each Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge. Directories are furnished to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.

Where services are provided through a local resale/shared use supplier, the Company shall provide the resale/shared use supplier a directory in accordance with these Terms and Conditions. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers or users.

#### 3. Directory Listings

Customer's name, address, phone number and any other information listed on this Agreement is certified as correct by the customer, and it is understood and agreed the Customer's white page directory listing will appear using that information. It is Customer's sole responsibility to inform the Company in writing of any change in the information,

including telephone number and address, at least 90 days prior to the local telephone directory issue date, which will be provided to the Customer upon request. The Company assumes no liability for any errors in the listing and Customer releases the Company from any damages for any error in the directory listing.

Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company. The following options are available to customers regarding the alphabetic section of the white pages of the telephone directory for business or residence customers.

- 3.1 **A Primary listing**, which may include the name, address and telephone number of the individual, organization, firm, or corporation for whom the service has been contracted, will be furnished at no charge.
  - 3.1.1 Listings will be limited to such information as is necessary for proper identification.
  - 3.1.2 The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
  - 3.1.3 the Company may refuse to insert any listing which, in its judgment, does not facilitate the use of the directory.
- 3.2 **Additional listings** may be furnished with business or residence service for persons who occupy the same premises at the rates shown above. An additional listing may include the same address and telephone number as the primary listing.
- 3.3 **An Alternate call listing** refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.
- 3.4 **A Foreign or nonsubscriber listing** is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears.
- 3.5 **Unlisted Service** indicated the customer listing is omitted from the directory but otherwise posted on the directory assistance records and the telephone number will be given out upon request.
- 3.6 **Non-published service** is the omission of a customer's listing from both the telephone directory and directory assistance records.
  - 3.6.1 When private service is to be furnished, the customer will hold the Company harmless from any damages which might arise and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
  - 3.6.2 No charge will apply for private service for customers having other listed services.
- 3.7 The charge for additional, alternate, or private listings is effective the day the directory assistance record is posted.

#### 4. Local Telephone Service

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for local telephone service. Local telephone services as listed on [www.nunntel.com](http://www.nunntel.com) shall be provided to the Customer upon the Company's approval of the Customer's application for Service. The General Terms and Conditions described in Section I above shall apply to local telephone service.

## 5. Long Distance and International Services

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for long distance and international calling services. By entering into a specific Service Agreement or another agreement for long distance or international services or by using long distance or international services provided by or offered through the Company, the Customer agrees to be bound by these additional terms and conditions.

### 5.1 Designation of Carrier.

The Customer shall have the right to designate the carrier, including the Company, through which long distance telephone communications are to be carried subject to availability and subject to applicable governmental regulations. Available carriers will include those which provide long distance service in the geographic area in which the Company supplies Services and which are accessible by the Company pursuant to applicable arrangements between the Company and the carrier. Different Interlata and Intralata carriers may be designated by the Customer.

### 5.2 Changes in Customer Designation.

The Company shall change the Customer's designated long distance carrier upon written notification from the Customer. The Company will endeavor to make or accept no changes to the Customer's designated long distance services carrier without written notification from the Customer. The Company is aware of practices in the telecommunications industry, such as those characterized as "slamming," where a customer's long distance carrier may be changed without the Customer's actual knowledge or consent. The Company will seek to guard against these practices. The Company cannot, however, guarantee that changes may not occur without the Customer's authorization if the Company reasonably believes it has received proper authorization.

### 5.3 No Responsibility for Long Distance Carrier; Limitation of Liability.

The Company shall have no responsibility or liability for any acts or omissions of any kind of a long distance carrier, other than the Company, which provides or seeks to provide services to a Customer. The Company's sole responsibility with respect to long distance services provided by another carrier shall be to provide Access Coordination to the long distance carrier's services and equipment and, where applicable, to provide billing services to the long distance carrier. **All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's providing or facilitating the provision of long distance Services to the Customer.**

### 5.4 Billing for Long Distance Service.

Where the Company has made arrangements for charges for long distance services provided by another carrier to be included in the Company's billings, long distance charges will be included in the Company's billing statements as a service provided by the Company to the other carrier except if the Company is directed otherwise by the other carrier or the Customer. The Company shall in no way be responsible or liable for any errors in charges of other carriers which are included in the Company's billings except for errors made directly by the Company.

### 5.5 Unlisted/Non-published Customers.

For unlisted and non-published Customers, the Customer's BNA (billing name and address) will be disclosed to other TSPs (Telecommunications Service Providers) for billing and collection purposes, and for additional non-marketing purposes, including verification of service orders, identification of Customers who have moved, fraud

prevention and equal access compliance purposes, unless the Customer affirmatively requests in writing that the Customer's BNA not be disclosed. If the Customer requests that the BNA not be disclosed, the Customer will not be able to place third number, local telephone company calling card calls or receive collect calls on the Customer's telephone.

#### 5.6 Customer Responsibility.

If a customer is connecting new service, disconnecting service, changing the designated long distance carrier from any long distance company or the Company, the Customer will be required to contact the long distance carrier directly. The Company will not assume responsibility for failure of the Customer to contact the long distance carrier.

#### 5.7 Long Distance Carrier Conditions.

All long distance services shall be subject to the terms and conditions for the services which are required by the long distance carrier.

#### 5.8 International Calling.

International services provided by or through the Company will be subject to the General Terms and Conditions stated above, the additional terms and conditions for long distance services, and the rates contained in the Company's rate schedules.

### 6. Calling Features

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for voice mail services and other calling features.

6.1 Voice Mail. It is possible that in the use of voice mail or other calling features such as call waiting, messages may be lost or may not be retrievable. The Company shall have no responsibility or liability with respect to any messages which are lost or cannot be retrieved in the voice mail system.

6.1.1 From time to time, the voice mail system may not be in operation because of equipment failures or maintenance work being conducted on the system.

6.1.2 The Company may offer one or more voice mail plans for selection by the Customer. Plans may be modified or terminated at any time by the Company. Information regarding plans which are available and rates for them can be obtained at the Company's website or the business office during normal business hours.

#### 6.2 Local Operator Services

6.2.1 Customers can access local operator services by dialing "0" (0 minus) for assistance in placing a call.

6.2.2 Local calls may be completed or billed with live or mechanical assistance by a third party under contract with the Company.

6.2.3 Calls may be billed collect to the called party, to an authorized third-party number, or to the originating line. Local calls may be placed on a station-to-station basis or to a specified party (Person-to-Person), or designated alternate.

6.2.4 The following operator assisted calls are exempt from operator surcharges:

- Calls to designated Company numbers for official Company business.
- Emergency calls to authorized civil agencies.
- Operator dialed calls to re-establish a call which has been interrupted due to a service failure; to establish a call where Company service problems prevent

completion; or to complete a call for a calling party who identifies that they are unable to call due to a disability.

### 6.3 Local Directory Assistance

6.3.1 Customers can access local directory assistance by dialing “411” for assistance in determining a telephone number.

6.3.2 A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- In some cases, it may be possible to have the call completed without further dialing by the customer. An additional charge may be applied when call completion is authorized by the customer.

### 6.4 Toll Blocking Service

6.4.1 Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office Access Lines or Trunks.

6.4.2 The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.

6.4.3 Incoming calls are not restricted.

6.4.4 Toll blocking is available to Lifeline customers without charge.

### 6.5 Information Service Access Blocking

6.5.1 Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers.

6.5.2 A customer shall not be charged for the first activation of information service access blocking. After this service has been established, subsequent unblocking and/or reblocking will be subject to all applicable charges.

### 6.6 Billed Number Screening Service

6.6.1 Billed Number Screening Service places the customer’s number in an industry database to prevent the bilking of collect calls, third number calls or both to a customer’s telephone number.

6.6.2 The Company makes no guarantee and assumes no liability for the accuracy of Billed Number Screening Service. The customer agrees fully and completely to indemnify and save harmless the Company from any and every claim, loss, damage, suit, or liability out of the furnishing or failure to furnish Billed Number Screening Service.