

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 13 – Service Fees

A. LATE PAYMENT FEE

For unpaid balances of **\$10.00** or more, a late payment fee as **found in the price list** or two percent (2.0%), whichever is greater, per month will be assessed on the unpaid balance for all revenue owed to the Company.

The late payment fee will be assessed to charges not paid on or before the due date printed on the bill.

The late payment charge does not apply to amounts that are in dispute or accounts receivable purchased from other providers.

B. RETURNED CHECK CHARGE

An administrative Returned Check Charge equal to \$25.00 will apply on each occasion a check, draft, or electronic funds transfer item is presented for payment for service by a Customer and is not accepted by the institution upon which it is drawn.

C. RESTORAL OF SERVICE CHARGE

1. Terms and Conditions

The restoral of service charge applies when a Customer's service has been temporarily denied in accordance with Section 2 of this Agreement, but service has not been terminated or the order to remove service has not been issued and completed. Service will be restored following adjustment of the circumstances that caused the temporary denial.

If service has been denied for non-payment of charges due, the customer must pay all charges due, and the Customer may also be required to pay the Restoral of Service Charge. Otherwise, the Restoral of Service Charge will be due as part of the first bill issued to the Customer after restoration.

Temporary denial status will be maintained for a minimum period of five days and throughout the period the Customer receives warm line service in accordance with 4901:1-6-13 O.A.C., after which, service will be discontinued. Subsequent to the completion of the disconnect order, service will be reestablished only upon the basis of a new service application.

2. Rates and Charges

The rates and charges for the Restoral of Service Charge are shown in the Price List Section of this Agreement. (Note: See the Company's Local Service Tariff, PUCO No. 1 for the Restoral of Service Charge applicable to BLES, Lifeline, and pay telephone access lines.)

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D. PERSONAL ASSISTANCE FEE

A Personal Assistance Fee of \$5.00 applies for each instance a payment is made over the phone with the assistance of a service representative. This fee does not apply for on-line payments, payments through automated payment systems, or payments made through the U.S. mail. The customer will be informed of the applicable charges prior to processing the customer's payment.

E. MAINTENANCE OF SERVICE CHARGE

1. Terms and Conditions

The Company undertakes to maintain and repair the equipment and facilities which it furnishes to Customers pursuant to its tariffs and service agreements. The Customer will be responsible for damages to equipment or facilities of the Company caused by the negligence or willful act of the Customer.

The Customer may not rearrange, disconnect, remove, or attempt to repair, or permit others to rearrange, disconnect, remove, or attempt to repair any equipment or facilities which the Company maintains or repairs without the express consent of the Company.

If trouble develops and the Customer has any equipment or facilities which the Company does not maintain or repair, the Customer will make appropriate tests to determine whether that equipment or facility is the cause of the trouble before reporting an out of service or other trouble condition to the Company.

Customers will be required to pay the Maintenance of Service Charges for visits made by the Company to the Customer's premises, when a service difficulty or trouble report results from equipment or facilities not maintained or repaired by the Company. If the Company cannot diagnose with certainty that the service problem is located on the Customer's side of the demarcation point without a premise visit, the Maintenance of Service Charge does not apply. The Customer will be advised, before a visit to the premise, of the possibility of a Maintenance of Service Charge.

The Company or its agent will provide a written statement of the time and charges for any Maintenance of Service Charge to the Customer or his designated agent before leaving the Customer's premises. The Company or its agent will request the Customer or designated agent to signify acceptance of the statement of time and charges by signature on the statement.

2. Rates and Charges

The rates and charges for Maintenance of Service are shown in the Price List Section of this Agreement.

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F. NETWORK PROVIDED DIAGNOSTIC SERVICE

1. Terms and Conditions

Network Provided Diagnostic Service is an optional network based monitoring, testing and maintenance service designed to assist nonresidence Customers of regulated services (e.g., Prime Advantage) to identify and correct telecommunications problems that have been determined not to be in the Company's network. The service does not require the Company to dispatch a repair technician to visit the Customer's premises, but provides remote Company assistance.

This service may be ordered by the Customer or a vendor operating on behalf of the Customer. The vendor must have a Letter of Authorization on file with the Company in order to place an order.

When a Customer or vendor reports a problem to the Company, and the problem is found not to be in the Company's network, the Customer will be advised that the problem is not in the network. If after being advised the trouble is not in the network, the Customer requests the Company technician provide remote monitoring, testing or maintenance assistance, the Customer will be responsible for payment of billable charges for the period of time that the technician spends providing assistance to the Customer. If the trouble is found to be in the network, the Company will make the appropriate repairs at no charge to the Customer.

Network Provided Diagnostic Service charges also apply when a Customer or vendor is not reporting trouble but is requesting remote Company assistance. In such case there is no free period for network testing to determine if the problem is in the network or at the Customer's premises.

The billable time for Network Provided Diagnostic Service initiated as a result of a request for repair service begins after the Company completes its normal intra-Company testing to determine whether the trouble is in the Company's network or on the Customer's side of the Demarcation Point. There is no billing if the Customer chooses to end the contact after the normal intra-Company testing is complete and no additional time is spent providing diagnostic services to the Customer.

Network Provided Diagnostic Service charges apply only for the billable time the Company spends in diagnosing, monitoring or testing for the Customer without dispatching a technician. When the Customer requests that Company personnel be dispatched to make repairs, such service shall be billed on the basis of time and material.

If more than one technician is involved with the same request for service, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Hour or Fraction Thereof" and "Each Additional Quarter Hour or Fraction Thereof" rate categories.

2. Rates and Charges

The rates and charges for Network Provided Diagnostic Service are shown in the Price List Section of this Agreement.