

221 E. Fourth St. P.O. Box 2301 Cincinnati, Ohio 45201-2301

June 12, 2008

Ms. Renee J. Jenkins
Docketing Division Chief
The Public Utilities Commission of Ohio
180 East Broad Street, 12th Floor
Columbus, Ohio 43215-3793

RE: Case No. 08-370-TP-ATA Case No. 90-9342-TP-TRF

Dear Ms. Jenkins:

Cincinnati Bell Any Distance Inc. is filing the final tariff pages associated with above referenced case number to detariff certain Tier 2 Services related to Case No. 06-1345-TP-ORD.

Any questions regarding this transmittal should be directed to me at 513-397-1378 or evelyn.king@cinbell.com.

Sincerely,

/s/ Evelyn W. King Regulatory Specialist Government Relations

Attachment

Cincinnati Bell Any Distance Inc.

Introduction Original Page 1

CINCINNATI BELL ANY DISTANCE INC.

REGULATIONS AND SCHEDULE OF RATES AND CHARGES APPLYING TO LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES (For all detariffed services this same information can be found at www.cincinnatibell.com)

CASE NUMBER 08-370-TP-ATA

THIS LOCAL EXCHANGE AND INTEREXCHANGE TARIFF PUCO NO. 1
CANCELS, SUPERCEDES, AND REPLACES THE COMPANY'S
LOCAL SERVICE TARIFF PUCO NO. 1
AND
RESALE INTEREXCHANGE TELECOMMUNICATION SERVICE TARIFF PUCO NO. 2
IN THEIR ENTIRETY

90-9342-TP-TRF

Issued: June 12, 2008

D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Any Distance Inc.

Effective: June 12, 2008 In accordance with Case No. 08-370-TP-ATA, issued by The Public Utilities Commission of Ohio March 28, 2008

Cincinnati Bell Any Distance Inc.

Introduction Original Page 2

TABLE OF CONTENTS

<u>SECTION</u>	TITLE
	Introduction
1	Regulations
2	Alternative Operator Services
3	Resold Local Exchange Services

Cincinnati Bell Any Distance Inc.

Section 1 Original Page 1

REGULATIONS

A. Undertaking of the Company

- 1. The Company provides long distance message telecommunications service and local exchange services to customers for their direct transmission of voice, data and other types of telecommunications.
- 2. 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.
- 3. The Company's services are provided on a monthly basis, unless otherwise stated in the Tariff or Service Agreement. Services are available twenty-four (24) hours per day, seven (7) days per week.

B. Limitations on Service

- 1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of the Tariff or Service Agreement.
- 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 the Tariff or Service Agreement or in violation of the law.
- 3. To the extent that any conflict arises between the terms and conditions of a contract and the terms and conditions of the Tariff or Service Agreement, the Tariff or Service Agreement shall prevail.
- 4. Title to all equipment provided by the Company under the Tariff or Service Agreement remains with the Company.
- 5. The customer may not transfer or assign the use of service provided under the Tariff or Service Agreement 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 the Tariff or Service Agreement, as well as all conditions for service, shall apply to all such permitted assignees or transferees.
- 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.

C. 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.

Issued: June 12, 2008

D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Any Distance Inc.

Effective: June 12, 2008 In accordance with Case No. 08-370-TP-ATA, issued by The Public Utilities Commission of Ohio March 28, 2008

Cincinnati Bell Any Distance Inc.

Section 1 Original Page 2

REGULATIONS

D. Limitation of Liability

- 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. The Company's failure to provide or maintain facilities under the Tariff or Service Agreement 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 the Tariff or Service Agreement.
- 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.
- 4. Indemnification The Company's liability, if any, for its gross negligence or willful misconduct is not limited by the Tariff or Service Agreement. 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.
- 5. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by the Tariff or Service Agreement. 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 the Tariff or Service Agreement 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.

Cincinnati Bell Any Distance Inc.

Section 1 Original Page 3

REGULATIONS

D. Limitation of Liability (continued)

- 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.
- 7. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the courts responsibility to determine the validity of the exculpatory clause.

E. Minimum Telephone Service Standards

The Company will provide service in compliance with the Minimum Telephone Service Standards as currently or prospectively established by the Commission.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Administrative Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Administrative Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

F. Late Payment Charge

Customers will be charged a late payment penalty in the amount of 1.5% per month on all delinquent amounts owed to the Company.

G. Insufficient Fund Checks

Customers will be charged \$20.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

Issued: June 12, 2008

In accordance with Case No. 08-370-TP-ATA, issued by The Public Utilities Commission of Ohio March 28, 2008

Effective: June 12, 2008

D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Any Distance Inc.

Cincinnati Bell Any Distance Inc.

Section 2 Original Page 1

ALTERNATIVE OPERATOR SERVICES

A. Description

Operator services are available to Customers from any Customer location. Operator Services allows the Customer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Customer through the monthly bill of the Customer's local exchange carrier.

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 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.

c. 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.

B. Rates

Per minute rate	\$0.45
Service Charges	
Customer Dialed Calling Card	1.70
Automated Collect	2.50
Operator Station Calling Card Collect Sent Paid Non-coin Billed to Third Party	2.50 2.50 2.50 2.50
Person-to-Person	2.75

Issued: June 12, 2008

D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Any Distance Inc.

Effective: June 12, 2008 In accordance with Case No. 08-370-TP-ATA, issued by The Public Utilities Commission of Ohio March 28, 2008

Cincinnati Bell Any Distance Inc.

Section 3 Original Page 1

RESOLD LOCAL EXCHANGE SERVICE

A. EMERGENCY NUMBER 911 SERVICE

This service is offered solely as an aid in handling assistance calls in connection with fire, police or other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

All 911 charges associated with resold service will be passed through to customer.

B. 811 SERVICE

811 Service is a three-digit local dialing arrangement that allows local exchange end users to reach a state service center that provides advance excavation notice services. The 811 code was assigned, pursuant to Federal Communications Commission (FCC) Order in CC Docket 92-105, to provide a one call system ("call before you dig" service) for excavators and the general public to notify facilities operators in advance of excavation activities. The Company provides the routing for calls made to 811 to the service center. The Company does not operate the 811 Service center.

811 calls cannot be placed using 1+ calling, 0+ calling, 0-Operator Assisted Calling, or 101XXXX calling.

Certain equipment, such as coin telephones and PBXs, may require special programming to allow 811 calling.

811 Service can only be accessed for calls originating on the Company's network, either from end user customers who directly purchase the Company's service or from customers of other LECs that resell the Company's services.

The Company will make every effort to route 811 calls to the appropriate service center. The Company's only obligation under 811 Service is to attempt to transmit the call to the appropriate service center. However, the Company will not be held responsible for routing mistakes, service interruptions, or other intervening acts that may interfere with telephone service and/or completion of the call.

Issued: June 12, 2008

Cincinnati Bell Any Distance Inc.

Section 3 Original Page 2

RESOLD LOCAL EXCHANGE SERVICE

B. 811 SERVICE (continued)

The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The 811 Service center is responsible for developing an appropriate method for responding to 811 calls placed in error or due to customer confusion.

The Company's provision of 811 Service shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity including end users of the Company or any other carriers or service providers.

The Company's liability with respect to 811 Service, including damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities provided by the Company, shall be limited to the terms set forth in Section 2 this tariff.

There is no charge for 811 Service.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/12/2008 11:24:44 AM

in

Case No(s). 08-0370-TP-ATA, 90-9342-TP-TRF

Summary: Tariff File the final tariff pages associated with above referenced case number to detariff certain Tier 2 Services related to Case No. 06-1345-TP-ORD. electronically filed by Evelyn W King on behalf of Cincinnati Bell Any Distance Inc.