

NETWORK AND EXCHANGE SERVICES
A12. CUSTOMER MARKETING PRODUCTS

LIST OF EFFECTIVE SHEETS

Sheets listed below are effective as of the date shown on each sheet.

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NOTE 1: Issued

CC: 5170

NETWORK AND EXCHANGE SERVICES
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NOTE 1: Issued

Advice Letter No. 15539

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Date Filed: April 11, 1989

Decision No.

M. J. Miller

Effective: May 22, 1989

Executive Director - State Regulatory

Resolution No.

NETWORK AND EXCHANGE SERVICES
A12. CUSTOMER MARKETING PRODUCTS

12.1 PACIFIC TELEPHONE LIST RENTAL SERVICE (T)

12.1.1 GENERAL

A. APPLICABILITY

Applicable to Pacific Telephone List Rental Service. (T)

B. DESCRIPTION

Pacific Telephone List Rental Service (PTLRS) is an arrangement where the Utility provides listed customer names, addresses and/or telephone numbers to subscribers for the purposes of a market research, database reconciliation, direct mailing or telemarketing campaign. The names, addresses and/or telephone numbers provided to the list subscriber will be those normally included in the Utility's White Pages telephone directories, although other sources may be used at the Utility's discretion. (T)

C. REGULATIONS

1. Pacific Telephone List Rental Service will only be furnished where operating conditions permit. (T)

2. Names, addresses and/or telephone numbers will be provided either on magnetic tape(s) or on paper lists, at the option of the subscriber.

3. Pacific Telephone List Rental Service will only be provided where the subscriber request does not require the Utility to use any database or selection source, nor portion thereof, from Pacific Bell, a Pacific Bell subsidiary or other Company source(s) that are designated as confidential or proprietary to the Utility. Provision of information from these sources will be at the Utility's discretion. (T)

4. Pacific Telephone List Rental Service includes: (T)

a. Compiled Lists

(1) Name, address and/or telephone number by geographic area and/or a stated quantity.

b. List Upgrade Service

(1) Addition/selection of names, addresses and/or telephone numbers to customer provided magnetic tape lists.

Continued

NETWORK AND EXCHANGE SERVICES
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12.1 PACIFIC TELEPHONE LIST RENTAL SERVICE (CONT'D)

12.1.1 GENERAL (CONT'D)

C. REGULATIONS (CONT'D)

4. Pacific Telephone List Rental Service includes: (cont'd)

c. Additional selectivity and applications may be provided by the Utility at the request of the subscriber on an individual case basis, if such service and arrangements meet the following criteria:

(1) If in the opinion of the Utility the request is feasible and can be provided with reasonable effort.

(2) If requested service is profitable and economically feasible.

(3) If the requested service does not conflict with any other Regulation or requirement of this Schedule.

5. Excluded from all lists provided by the Utility to the PTLRS subscriber are as follows: z

a. Customers subscribing to Nonpublished Service.

b. Address of customers who have requested that their address be omitted from the Utility's White Pages telephone directories.

c. Customers who request to be excluded from the lists provided to the PTLRS subscriber.

d. Residence customer names, addresses and telephone numbers as set forth in 4.a. and c. preceding.

6. Unless there is express prior written approval by the Utility, the rental of such list(s) shall be limited to one (1) marketing research, database reconciliation, direct mailing or telemarketing campaign.

z Correction - Typographical error in Advice Letter No. 15539, effective May 22, 1989.

Continued

NETWORK AND EXCHANGE SERVICES
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12.1 PACIFIC TELEPHONE LIST RENTAL SERVICE (CONT'D) (T)
12.1.1 GENERAL (CONT'D)
C. REGULATIONS (CONT'D)

7. The list(s) shall at all times remain the sole property of the Utility. The subscriber to PTLRS shall not sell, rent or otherwise provide, or (T) copy, duplicate or otherwise reproduce or retain all or any portion of the list, or any portion of the names, addresses, and telephone numbers on the list, in any form or manner whatsoever, nor permit any parent, subsidiary, affiliate, agent, employee, contractor, processor, or any other third party whatsoever, or their respective agents to do so. The subscriber or his processor may however, copy, duplicate or otherwise reproduce the list(s) in connection with the computer processing activities that are necessary to obtain the names, addresses and telephone numbers in a usable form for the one-time marketing research, database reconciliation, direct mail/telemarketing campaign from the list(s) provided by the utility on magnetic tape(s) or other form(s), and in such latter event the names, addresses, telephone numbers and/or any other information provided as part of the list, shall be completely erased from all storage forms and/or devices upon which they reside including the magnetic tape(s) immediately after undertaking said computer processing activities and returned to the Utility, unless there is express prior written approval by the Utility of other arrangements.
8. The list(s) provided hereunder shall not be compiled into publication for distribution to third parties. Directory publishers seeking Utility listing information for this purpose will be provided with data as set forth in Schedule Cal.P.U.C. No. A5.7.4 Directory Reproduction Rights.
9. Upon reasonable written notice by the Utility to the PTLRS subscriber, (T) the Utility or its authorized representatives shall have the right to make an examination and audit of all lists provided to the subscriber, during normal business hours, at reasonable intervals determined by the subscriber, to review security procedures. Where the Utility provided list(s) is being used in a fashion contrary to the terms of the List Rental Agreement, the Utility shall be entitled to require the immediate return of the list(s) and/or to obtain an injunction against such improper use.
10. The Utility will require each subscriber for PTLRS to sign a List Rental (T) Agreement on an agreement form provided by the Utility. Each signed agreement for PTLRS shall be deemed to contain provisions of this (T) Schedule. Subscribers to PTLRS shall be deemed to have consented to the (T) provisions of this Schedule (see Schedule Cal.P.U.C. No. A2.3).

Continued

NETWORK AND EXCHANGE SERVICES
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12.1 PACIFIC TELEPHONE® LIST RENTAL SERVICE (Cont'd)

12.1.1 GENERAL (Cont'd)

C. REGULATIONS (Cont'd)

11. The PTLRS subscriber shall indemnify, hold harmless, and defend the Utility from and against any cost, damage, expense (including reasonable attorneys' fees) or liability arising in any manner out of any demand, claim, suit or judgment for damages or injuries however caused which may arise out of the subscriber's use of the listings provided under this Schedule and the List Rental Agreement.

12. The Utility may require a PTLRS subscriber to make an advance payment(s), at the time the agreement form is signed, to be held by the Utility as a guarantee of payment of charges. At such time as the service is furnished, the amount of the advance payment will be credited to the PTLRS subscriber's bill and any credit balance which may remain will be refunded.

13. PTLRS that is cancelled.

a. The cancellation date is the date the Utility receives written notice from the PTLRS subscriber that the service request is cancelled.

b. When the PTLRS subscriber cancels the order for PTLRS prior to the date the Utility is scheduled to provide the list and the Utility has performed any work or incurred any expense in connection therewith, or in the preparation therefor, the Utility will charge the estimated cost incurred not to exceed the total charge for the service(s) ordered.

c. When the PTLRS subscriber cancels the order for service on or after the date the Utility is scheduled to provide the Pacific Telephone® List Rental Service, all applicable charges shall apply.

14. On December 1, 1997, the offering of PTLRS service will be (N)
discontinued. Supercedures and additions are prohibited. (N)

Continued

NETWORK AND EXCHANGE SERVICES
A12. CUSTOMER MARKETING PRODUCTS

- 12.1 PACIFIC TELEPHONE LIST RENTAL SERVICE (CONT'D) (T)
12.1.1 GENERAL (CONT'D)
- D. PTLRS SUBSCRIBER OBLIGATION (T)
1. As a condition to obtaining Pacific Telephone List Rental Service, the subscriber shall agree in writing to the following: (T)
- a. In order to maintain the security and confidentiality of the list, the subscriber shall take whatever steps necessary to prevent the transfer or disclosure to, or use of the list by any person or entity not a party to the written agreement, except the employees or agents of the subscriber.
 - b. The subscriber agrees not to disclose the list source or otherwise identify the Utility as the list owner in its marketing research, database reconciliation, mailing/telemarketing sales script or other materials without written prior approval of the Utility.
 - c. The subscriber shall not segregate or separately identify in any manner from its own customer list, the names of the Utility's customers without written prior approval from the Utility.
2. The subscriber shall provide the Utility with two (2) samples of any proposed mailing piece, telemarketing sales script or material used for any other purpose for prior written approval, which approval shall be based solely on the Utility's standards and requirements. Any change in material/scripts or mailing/telemarketing date(s) must be approved by the Utility. Approval may be withheld for any reason which the Utility, in its sole discretion, deems appropriate.
3. Pacific Telephone List Rental Service shall be limited solely and exclusively to the specific mailing piece/telemarketing script or purpose agreed to by the Utility. Approval may be withheld for any reason, which the Utility in its sole discretion, deems appropriate. (T)
4. The subscriber understands and agrees that all mailing/telemarketing campaigns must comply with the Federal, State and Local laws, rules and regulations.

Continued

NETWORK AND EXCHANGE SERVICES
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12.1 PACIFIC TELEPHONE LIST RENTAL SERVICE (CONT'D) (T)

12.1.1 GENERAL (CONT'D)

D. PTLRS SUBSCRIBER OBLIGATION (CONT'D) (T)

5. The Utility may monitor the list(s) in any manner to prevent the improper or unauthorized use of the list(s), and such monitoring may include, but is not limited to, any form of computer control, and planted and/or varied names, addresses and telephone numbers which are not to be identified and/or removed under any circumstances by the PTLRS subscriber (T) or any other third party.

6. The magnetic tape(s) or list(s) shall be returned to the Utility or its authorized representative by the date specified in the List Rental Agreement.

7. If the subscriber violates any of the provisions of this Schedule with respect to permissible use of any list provided by the Utility to subscribers pursuant to this Schedule or fails to comply with any of the provisions of this Schedule relating to the protection of the confidentiality and security of any such list, the subscriber shall pay to the Utility as liquidated damages and not as penalty, the sum of ten (10) times the List Rental Service price. Such liquidated damages shall be in addition to all other remedies which the Utility may have under law or equity or this Schedule.

E. UTILITY'S OBLIGATION

1. A standard format of the list(s) will be established by the Utility and provided to the PTLRS subscriber. (T)

The subscriber agrees to accept the lists on an "as-is" basis with all faults, errors and omissions, if any, and the Utility does not warrant the accuracy of the information contained therein. THE UTILITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY LISTS OR THE INFORMATION CONTAINED THEREIN, INCLUDING BUT NOT LIMITED TO WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The subscriber agrees to release Utility from any and all liability for damages which may arise due to any errors and omissions in the Utility's listings.

2. When a PTLRS subscriber requests changes or modifications to a pending order for PTLRS, the subscriber may be accommodated by the Utility if such changes in no way alter the conditions of this Schedule or the List Rental Agreement or the mailing material/telemarketing script or purpose approved by the Utility. Acceptance of changes/modifications will be determined on an individual case basis. An additional charge may be applicable. (T)

Continued

NETWORK AND EXCHANGE SERVICES

A12. CUSTOMER MARKETING PRODUCTS

12.1 PACIFIC TELEPHONE LIST RENTAL SERVICE (Cont'd)

12.1.1 GENERAL (Cont'd)

E. UTILITY'S OBLIGATION (Cont'd)

3. The Utility or its authorized representative will render a bill to the PTLRS subscriber within 45 days of providing a list(s) to the subscriber. Bills shall be considered past due (delinquent) if not paid within thirty (30) calendar days after date of presentation. The three (3) month limitation to back bill, as set forth in Schedule Cal.P.U.C. No. A2.1.9 for exchange services, because of the complexities involved, is not applicable to List Rental Service.

F. MINIMUM ORDER PRICE SCHEDULE

MINIMUM ORDER
PRICE

- | | | |
|---|------------|-----|
| 1. Simple Selection Minimum Order Price: ¹ | \$1,300.00 | (T) |
| a. Geographic selection by SCF
(first 3 digits of the Zip Code) | | |
| b. Telephone Area Code | | |
| c. LATA (Service Area) | | |
| d. County | | |
| e. Continuous Zip Range | | |
| 2. Complex Selection Minimum Order Price: ¹ | \$2,500.00 | (T) |
| a. Geographic selection by Census Tract | | |
| b. Carrier Route | | |
| c. 5-digit Zip Code | | |
| d. Telephone prefix | | |
| 3. List Upgrade Minimum Order Price: ¹ | \$4,500.00 | (T) |
| a. Appending addresses and/or telephone numbers to
subscriber - furnished list of names. | | |

G. RATES AND CHARGES

1. Charges will be developed on an individual case basis. The term "individual case basis" denotes a condition in which rates and charges for this offering under the provisions of this schedule are developed based on the circumstances in each case.¹

NOTE 1: See Regulation C.14 preceding.