
SECTION 2 - REGULATIONS

2.9 Automatic Number Identification Terms and Conditions (Cont'd)

- (3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (5) TC Systems, Inc. will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- (6) Violation of any of the foregoing terms and conditions by any ANI recipient other than TC Systems, Inc. will result, after a determination through the Commission's complaint process, in the suspension of the transmission of ANI by TC Systems, Inc. until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or been corrected. If the Commission determines there have been three or more violations in a 24 month period, delivering of ANI to the offending party shall be terminated under the terms and conditions determined by the Commission.

"Issued in compliance with New York Public Service Commission's Order in Cases 89-C-191 and 90-C-0165, adopted March 30, 1994."