

Tuesday, March 9, 2004

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## Think your wireless number is private?

### *Look at the fine print*

On November 20, 2003, Congressman Joe Pitts (R, PA-16) introduced the Wireless 411 Privacy Act. The legislation establishes guidelines for the development of a directory of wireless phone numbers in order to protect the privacy of wireless users.

About 150 million Americans subscribe to wireless telephone service. Consumers rely on wireless service to stay in touch with friends, family, and the workplace. The wireless phone industry intends to develop a wireless phone directory sometime this year.

Plans for the directory have been hatched largely behind closed doors, despite the fact that this directory presents a significant shift in wireless service. By listing wireless numbers from multiple providers in a single directory, it raises important questions about the privacy of these numbers and the personal information of consumers.

At least six major wireless providers already include fine print in their service agreements related to the listing of numbers in a directory. These provisions vary from carrier-to-carrier, but each specifically names directory assistance services in the fine print of their service agreements.

### THE FINE PRINT

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#### VERIZON

“Except as follows, we won't share personal information about you with others without your permission... This doesn't include your name, address, and wireless number. Unless you arrange otherwise with us and pay any required fee, we may list them in a public directory. We aren't responsible for mistakes in the listings.”

#### NEXTEL

“Customer acknowledges and agrees that Nextel may access, use, and disclose to third parties, any information whether personally identifying information, or “customer proprietary network information” (“CPNI”) within the meaning of 47 U.S.C. § 222 and its implementing regulations (“CPNI Regulations”) that Nextel collects, possesses or develops about Customer to... (4) list Customer's contact information (e.g., name, address, and Number) in a telephone or subscriber directory, or include such information in a directory assistance service...”

#### T-MOBILE

“Unless you make other arrangements with us and pay any required fee, we may list your name, address and Number in a public directory. We are not responsible for listing errors.”

**Background  
Information**  
from  
**Congressman  
Joe Pitts**



[www.house.gov/pitts](http://www.house.gov/pitts)  
202 225-2411

## AT&T

“22. Consents...

c. You consent to our use and disclosure of your name, address and Identifier (e.g. mobile phone number including area code) for any lawful purpose, including without limitation the provision of directory assistance and publication of directories. We may charge a fee for inclusion in directory listings or publications or to be unlisted or unpublished. To remove your consent to be listed or published, notify us in writing at the address provided in the Notices section below, providing your (1) name, (2) Service billing address, (3) Identifier (i.e. mobile phone number including area code), and (4) Service account number. You consent to our use of predictive or autodialing equipment, email, SMS or facsimile to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. You consent to receiving advertising, alerts and other broadcast messages from us or our authorized agents.”

## SPRINT PCS

“**Limitation of Liability.** Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with: a) any act or omission of any telecommunications service or other service provider other than us; b) any directory listing...”

## CINGULAR

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***Each of these agreements can be found online or by contacting the office of Congressman Joseph R. Pitts.***