

INTERSTATE OPERATOR SERVICES

2. TERMS AND CONDITIONS

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INTERSTATE OPERATOR SERVICES

2. TERMS AND CONDITIONS

2.1 DEFINITIONSAccess Code

A sequence of numbers that, when dialed, connects a caller to an interexchange carrier that is associated with that sequence. Dialing sequences that utilize a 950-XXXX, 1-8XX, or 101XXXX prefix are examples of access code arrangements available to customers.

Access Line

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to the Company's location or switching center.

Affiliate

Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Authorization Code

A numerical code, one or more of which may be assigned to a subscriber, to enable the Company to identify the origin of the service user so it may rate and bill the call. Automatic Number Identification (ANI) may be used as or in connection with the authorization code.

Authorized User

An individual, firm, corporation, or other entity authorized by the customer to utilize communications services provided by the Company.

Automated Collect

Collect Calls that are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. "live" operator) to complete (also known as 0++ Collect Calls).

Automatic Number Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Common Carrier

A company or entity providing telecommunications services to the public.

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2.1 DEFINITIONS (CONT'D)

Company

Qwest Communications Company, LLC (“QCC”) or (“Qwest”).

Contiguous United States

The term designated the 48 contiguous states and the District of Columbia as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

Holiday

New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

InterLATA

Communication between two different LATAs.

IntraLATA

Communication within a LATA.

Intrastate

Communication to and from locations within a state.

Local

Communication within a LATA that does not require a leading “1” when direct dialed.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

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2.1 DEFINITIONS (CONT'D)0++ (Automated)

Calling Card, Credit Card, Collect, and/or Bill to Third Party calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. "live" operator) to complete.

0+- (Partially Assisted)

Calling Card, Credit Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect Calls placed by Users dialing 0+ (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain billing information from the User.

0-- (Fully Assisted)

Calling Card, Credit Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect calls placed by Users dialing 0 or 00 without also entering a valid (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain the (area code) + (exchange) + (line number) as well as the billing information from the User.

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2.1 DEFINITIONS (CONT'D)Operator Assisted Calls

Calls requiring assistance for completion, usually by dialing 0+ (area code) + (exchange) + (line number); or by dialing "0" or "00", with all subsequent dialing being performed by Operator Services (0--). The following are examples of calls normally placed in this manner:

- Calling Card Calls – Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option, and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e. a "live" operator) or may be made on an "automated" basis.
- Collect Calls – Calls for which charges are billed not to the originating telephone number, but to the destination or termination telephone number.
- Credit Card Calls – Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.
- Third Party Calls – Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.
- Person-to-Person Calls – Calls which are placed under the stipulation that the caller will speak only to a specific called party.
- Station-to-Station Calls – Calls for which charges are billed to the originating telephone number.

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2.1 DEFINITIONS (CONT'D)Operator Service

The operators, activities, equipment or services necessary to process Operator Assisted Calls.

Operator Surcharge

A non-usage (fixed) charge, which is added to a usage charge in calculating the total tariffed charges due for a completed Operator Assisted Call.

Premises

The space designated by a customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

Presubscription

A service arrangement whereby the customer authorizes the local telephone company to route all interLATA and/or intraLATA calls to the Company.

Subscriber

The person or legal entity, which enters into arrangements for the Company's operator assisted telecommunications services.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Usage Charge

A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

User

The calling party utilizing the services of the Company, and having responsibility for the payment of charges, unless that responsibility has been accepted by others, such as in the case of Collect and Bill to Third Party calls.

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2. TERMS AND CONDITIONS**2.2 LIMITATION OF SERVICE**

- A. The operator assisted services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunication Services (WATS) of underlying common carriers.
- B. The rates and regulations contained in this tariff apply only to the operator assisted services furnished by the Company, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- C. The services of the Company are furnished to patrons, patients, students, and other authorized users of the terminal telephone or other facilities of privately owned coin operated telephone station providers, hotels, motels, hospitals, airports, colleges, universities, and subscribers. The Company enters into arrangements with such subscribers providing for the availability of the Company's nationwide services, including the interstate services offered under the terms and conditions of this tariff.

2.3 USE OF SERVICE

- A. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. The Company's services are available for use twenty-four hours per day, seven days per week.
- E. The Company's services may be denied for non-payment of charges or for other violations of this tariff.
- F. The subscriber may choose one of the service rate options as specified in Section 3.

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2.4 LIABILITY OF THE COMPANY

- A. The Company shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with the Company's operator assisted services, or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall the Company's liability for any service exceed the charges applicable under this tariff to such service.
- B. The Company shall be indemnified and held harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its operator assisted services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the operator assisted services provided by the Company.
- C. The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the operator assisted services of the Company.
- D. The Company shall not be liable for any personal injury, or death of any person or person, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its operator assisted services, whatever shall be the cause and whether negligent or otherwise.
- E. The Company shall not be liable for and shall be indemnified and held harmless by any subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity for any personal injury to, or death of, any person or person, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to cooperate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.
- F. The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.

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2.5 RESPONSIBILITIES OF THE SUBSCRIBER

- A. The subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to end users. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not Collect, Bill to Third Party, Calling Card, Person-to-Person, or Credit Card calls.
- B. The subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the subscriber, users, or others, by improper use of the services, or by use of equipment provided by the subscriber, users, or others.
- C. The subscriber must pay for the loss through theft of any Company equipment installed at subscriber's premises.
- D. The subscriber shall place tent cards, phone stickers or other printed documentation furnished by or with the approval of the Company on or in close proximity to all telephones capable of accessing the Company's services and shall take reasonable action to replace any documentation which may be removed, defaced or otherwise rendered unavailable.
- E. The subscriber shall not configure its equipment to block or otherwise prevent access by its patrons to locally available interexchange carrier(s) other than the Company unless the appropriate waiver and/or other necessary approvals have been obtained from the governing regulatory body.

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2.6 RESPONSIBILITIES OF THE USER

- A. The user is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a subscriber.
- B. The user is responsible for compliance with the applicable regulations set forth in this tariff.
- C. The user is responsible for establishing its identity as often as necessary during the course of a call.
- D. The user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.
- E. The user is responsible for requesting a rate quote prior to completing a call, at no charge, if the user is not clear of the rate option elected by the subscriber from whose property the user is placing the call.

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2. TERMS AND CONDITIONS**2.7 CANCELLATION OR INTERRUPTION OF SERVICES**

- A. Without incurring liability, the Company may discontinue services with a five day notice to a subscriber or may withhold the provision of ordered or contracted services:
1. For non-payment of any sum due the Company for more than thirty days after issuance of the bill for the amount due,
 2. For violation of any of the provisions of this tariff,
 3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services.
 4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing it services.
- B. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities, and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- C. Service may be discontinued by the Company, without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

2.8 BILLING ARRANGEMENTS

- A. Collect, Calling Card, Bill to Third Party, Person-to-Person, and Station-to-Station Calls

Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by the Company for its intermediary with the applicable telephone company.

- B. Credit Card Calls

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

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2.9 VALIDATION OF CREDIT

The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, call number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

2.10 CONTESTED CHARGES

For consideration of any disputed charge, a user must submit in writing or by telephone to the Company, within 30 days of the date the bill is issued, the call details and the bases for any requested adjustment. The Company will promptly investigate and advise the user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.

2.11 BILLING ENTITY CONDITIONS

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.12 DEPOSITS

The Company does not require a deposit from the subscriber.

2.13 TAXES

All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

2.14 EMERGENCY SERVICE

Calls to emergency service agencies (police, fire, ambulance, etc.) will be completed at no charge.

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2.15 BILLING OF CALLS

- A. Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up. Billing is in one-minute increments, and no customer will be billed for an uncompleted call.
1. Collect Calls - Timing begins when the called party accepts the responsibility for payment.
 2. Person-to-Person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
 3. All Other Calls - Timing begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer, and if a call exceeds 18 seconds in duration.

2.16 CALCULATION OF DISTANCE

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia in their NPA-NXX V & H Coordinates Tape and NECA Tariff F.C.C. No. 4.

$$\text{Formula} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

2.17 SERVICE OFFERINGS

The operator assisted services of the Company consist of the provision of Collect, approved telephone company Calling Card, Credit Card, Bill to Third Party, Station-to-Station, and Person-to-Person call services provided to users pursuant to arrangements established by the Company's subscribers.