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**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.1 DEFINITIONS**

Accessories

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to, the communications path of the telecommunications system.

Authorized User

A person, firm, corporation or other entity that either is authorized by the customer to use local exchange services or is placed in a position by the customer, either through acts or omissions, to use local exchange services.

Company

Refers to Qwest Communications Company, LLC, which is the issuer of this Catalog. (T)

Contractual Service Agreement

Each Contractual Service Agreement is an individually negotiated contract offering tailored to meet the telecommunications needs of the customer(s) for whom the offering was designed. Each Contractual Service Agreement contains a service, or combination of services, and includes supplemental terms and conditions, including without limitation, prices, waivers and alternative pricing structure based upon volume, term, utilization and other needs related to the provision and receipt of telecommunication service(s) under this Catalog: Special provisioning flexibility; special network monitoring; special outage credit provisions; special "turnkey" operation; and other specially developed features, functionalities or undertakings. A Contractual Service Agreement may also address, or be responsive to special competitive conditions that exist at the time a Contractual Service Agreement is agreed to between the Company and a customer.

Unless otherwise specifically provided for under each Option set forth in this Catalog, each Option is available to all similarly situated customers and will be provided pursuant to the identical or substantially similar terms and conditions.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.1 DEFINITIONS (CONT'D)**

Contributory Services

Those services that contribute towards the overall commitment but are not discountable according to the master discount schedule (ie. Qwest Total Advantage). By contributing towards the overall commitment level, these services will increase the discount level that is applied to the Discount Eligible category of services under the contract. These services will continue to receive discounts as designated in individual service contracts. Contribution levels will be based on Monthly Recurring Charges (MRCs) for these services.

CPE

Customer-Provided Equipment (CPE) Telecommunication devices, equipment, and associated wiring located on the customer's side of the protector/Standard Network Interface (SNI).

Customer

Any person, firm, partnership, corporation, municipality, cooperative organization, governmental agency or other entity to whom the Company agrees to furnish communications service under the provisions and regulations of this Catalog.

Deposit

Any payment held as security for future payment or performance to be returned after the customer establishes a record of satisfactory credit.

Discount Eligible Service

Discount Eligible Services contribute toward the overall commitment level (ie. Qwest Total Advantage). Discount eligible products that bill on the same billing system can aggregate towards predetermined discount levels, meaning the more spent on this common group of products, the higher the customer's discount will be. Contribution levels will be based on monthly recurring charges (MRCs), counted towards the contract commitment levels and receive term and volume discounts where applicable.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.1 DEFINITIONS (CONT'D)**

Grandfathered Service

Service that is no longer offered to new applicants, but may continue for existing customers who had the service prior to a specific date.

Individual Case Basis (ICB)

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's situation for a specific service application.

Nonrecurring Charges (NRC)

The one-time charges for services or facilities, including but not limited to charges for construction, installation, administrative or special fees, for which the customer becomes liable at the time the Service Order is made or executed.

Presubscription-2

An arrangement whereby a customer may select and designate to the Company any Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

Recurring Charges (MRC)

The monthly charges to the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.1 DEFINITIONS (CONT'D)**

Service Address

The service address is the location where the customer receives the Company provided service.

Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Catalog, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. A customer may not unreasonably refuse to accept service.

Standard Network Interface

The point of connection between the customer and the Company's services which are located at the customer's premises at a place deemed necessary by the Company in order to insure transmission quality and which is readily accessible to the customer.

Telecommunications Service Priority (TSP)

Denotes the regulatory, administrative, and operational system developed by the Federal Government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The Federal Communications Commission defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Termination Charge

The nonrecurring charge applicable when an agreement for service is terminated by the customer before the expiration of the minimum agreement period.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.2 UNDERTAKING OF THE COMPANY**

**2.2.1 SCOPE**

- A. The Company does not undertake to transmit messages under this Catalog.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services, which it provides.
- C. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Catalog.
- E. The Company does not warrant that its facilities and services meet standards other than those established for the service.

**2.2.2 LIMITATIONS**

- A. Services are offered subject to the availability of facilities and the provisions of this Catalog.
- B. The customer may not assign or transfer the use of services provided under this Catalog without the prior written consent of the Company.
- C. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- D. The customer has no property right in the telephone number or any right to continuance of service through any particular Central Office (CO), and the Company may change the telephone number or CO designation of a customer whenever it considers it desirable in the conduct of its business.

**2.2 UNDERTAKING OF THE COMPANY (CONT'D)**

**2.2.3 LIABILITY OF THE COMPANY**

- A. 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 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 services provided by the Company.
- B. 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 services of the Company.
- C. 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 services, whatever shall be the cause which is not the direct result of the Company's gross negligence or willful misconduct.
- D. Except as otherwise provided herein, no liability for indirect, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customer or users of the service or facilities) in the absence of willful and wanton conduct or gross negligence, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.
- E. The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other telecommunications carriers or service providers, and any law, order, regulation or other action of any governing authority or agency thereof.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.2 UNDERTAKING OF THE COMPANY**

**2.2.3 LIABILITY OF THE COMPANY (CONT'D)**

- F. The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Catalog due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.
- G. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

**2.2.4 SPECIAL TAXES, FEES AND CHARGES**

Any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its local exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company, or may require collection of such taxes, fees and charges by the Company.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.1 APPLICATION FOR SERVICE**

A. Refusal

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied. The Company may refuse to furnish or may deny service to any person, business or entity on whose premises exists any telecommunications related facility which shows any evidence of tampering, manipulating, or operation, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges applicable to the service rendered. The Company may refuse to offer service where, in the Company's judgment, a service cannot reasonably be made available to a customer.

B. Cancellations and Deferments

When the Company advises a customer that ordered services are available on the requested due date and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 calendar day grace period. If after 30 calendar days the customer still has not accepted service, the customer will be contacted and regular monthly billing for the ordered service shall begin if the customer requests that facilities continue to be held for their future use. Otherwise the facilities will be released for other service order activity, and cancellation charges (nonrecurring charges that would have applied had the service been installed) shall be applied.

C. Use of Service

1. Limitation on Use

Service is furnished to the customer for use only by the customer or by employees or representatives of the customer or by other users authorized by the customer.

When the general service to the public is impaired or in the Company's opinion is reasonably likely to be impaired by a customer's use of exchange service, the Company shall have the right to require the customer to contract for and properly maintain as many additional access lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.3.2 OBLIGATION TO FURNISH SERVICE**

- A. Facilities and lines furnished by or through the Company on the premises of a customer, authorized user or agent of the customer are the property of the Company and are provided upon the condition that such facilities and lines must be installed, relocated, rearranged and maintained by the Company, and that the Company's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes, or upon termination or cancellation of the service, to remove such facilities and lines.
- B. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
- C. The Company's obligation to furnish service or to continue to furnish service is dependent on the customer's prompt payment record with the Company and its actual payments for existing service. For a new customer, it is based on credit worthiness, which will be determined in an equitable and nondiscriminatory manner.

**2.3.3 LIMITED COMMUNICATION**

The Company reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

**2.3.4 PAYMENT ARRANGEMENTS**

The customer is responsible for payment of all charges for services furnished by the Company to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.3.5 SPECIAL SERVICES**

**A. Work On Customer's Premises**

It is contemplated that all work on customers' premises can be performed during regular working hours. If a customer requests that work be performed during hours which results in overtime or premium rates of pay, a charge may apply in addition to other rates and charges which may be applicable, based on the amount of overtime or premium time required, as determined on an individual case basis.

It is also contemplated that all installation, removals, service connections, moves and changes requested by a customer be performed without the Company incurring unusual costs. If a customer requests that work be performed in a special manner or at a special time which results in unusual costs, a charge equal to the amount of unusual costs may apply in addition to other applicable rates and charges, as determined on an individual case basis.

**B. Special Arrangements**

1. The rates and charges quoted in this Catalog contemplate the use of standard arrangements, that is, the arrangement normally used by the Company to provide the type of service involved.
2. For special service arrangements to be provided by this Company, and not specifically covered in this Catalog, including but not limited to services, features, and combinations of services and features not normally offered or combined, monthly rates and the one-time charges, such as installation, nonrecurring and construction charges will apply based on the circumstances in each case.
3. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period longer than one (1) month at the same location.
4. The rates, terms and conditions for these Special Arrangements offerings will be established on an individual case basis.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.5 SPECIAL SERVICES (CONT'D)**

C. Special Promotions

The Company may, from time to time, offer promotional programs for its services which may include waiving or reducing the applicable rates and charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made or other reasonable limitations. The Company may also offer incentives, benefits or gifts to customers to encourage the purchase or retention of any such service or product.

D. Trials

The Company may offer, from time to time, limited trials for services which may include the waiving or reducing of all rates and charges for the service that is the subject of the trial and for services that are provided as part of the trial. Trials will be intended to test new potential services or new marketing approaches for services. The location, duration, date and times of a trial may be limited by the Company. The Company may terminate such trials in its reasonable discretion.

E. Individual Case Basis

In lieu of the rates otherwise set forth in this Catalog, rates and charges including installation, special construction and recurring charges for Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the customer. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts. Special pricing arrangement rates or charges will be made available to similarly situated customers on equal terms and conditions.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.3.6 TERMINATION OF SERVICE**

**A. Initial Service Periods**

1. The initial service period for service and facilities is one month (30 days), except as otherwise specified.
2. Initial service periods for service or facilities of any class will be greater than those specified herein whenever that is required in order for the Company to protect itself from making an unwarranted investment because the customer's location or the character of the service required is such that upon termination of the customer's contract the facilities which have been constructed or installed to render the service are not likely to be useful for furnishing service to any other customer.
3. Service may be terminated prior to the expiration of the initial service period upon payment of all charges due for service which has been furnished plus the termination charges as specified in this Catalog, or in the terms of the service agreement. In the case of service for which the initial period is one month, the charges due are for the balance of the month.

**B. Termination Liability/Waiver Policy**

Services provided via service agreements may include the Termination Liability/Waiver Policy. This policy applies only to services that specifically reference this Termination Liability/Waiver Policy as described in the Catalog.

1. Minimum Billing Level will be established for use in calculating discontinuance charges. The Minimum Billing Level is 100% percent of the total monthly rates for the service provided under the terms of the customer's service agreement, unless otherwise specified.
2. Minimum Service Period is the period of time that the factor of the Termination Liability Charge would apply.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.6 TERMINATION OF SERVICE**

**B. Termination Liability/Waiver Policy (Cont'd)**

3. If the customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply, unless the customer satisfies the conditions specified in the Waiver Policy. The termination charge is 100% of the rates for the Minimum Service Period, if applicable, plus the Minimum Billing Level multiplied by the termination liability percentage of 50% or the rate specified in the service agreement, for the remaining term of the agreement.[1]
4. If the customer discontinues a portion of their service, and that causes the customer's monthly billing level to fall below the Minimum Billing Level of the agreement, a termination charge will apply to the portion of the service agreement that is below the Minimum Billing Level.
5. Waiver Policy

A termination charge will be waived when the customer discontinues their contracted service(s), provided all of the following conditions are met:

- The customer signs a new service agreement for any other Company provided service(s);
- Both the existing and the new service(s) are provided solely by the Company;
- The order to discontinue the existing service(s) and the order to establish the new service(s) are received by the Company at the same time;
- The new service(s) installation must be completed within thirty calendar days of the disconnection of the old service(s), unless the installation delay is caused by the Company;

[1] For example: Customer disconnecting in month 12 of a 36 month agreement with MRC of \$100. Termination charge is \$100 (minimum billing level) x 24 months (minimum service period) x 50% (Termination Liability Percentage) = \$1,200.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.6 TERMINATION OF SERVICE**

B.5. (Cont'd)

- The total value of the new service agreement(s), excluding any special construction charges and any other nonrecurring charges, is equal to or greater than 100% of the remaining value of the existing agreement(s);
- A new minimum service period goes into effect when the new service agreement term begins;
- The customer agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges. The charges cannot be included as part of the new service agreement;
- All applicable nonrecurring charges will be assessed for the new contracted service(s).

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED**

A. The Company may terminate service, with notice, for the following reason:

1. Nonpayment

a. Any sum due the Company beyond the payment due date.

B. The Company may disconnect without notice for the following reasons:

1. Fraudulent Service

If the Company determines service was obtained fraudulently or without the authorization of the Company or is being used for, or suspected of being used for, fraudulent purposes.

2. If a safety condition exists that is immediately dangerous or hazardous to life, physical safety, or property.

3. Upon order by an appropriate court, the Commission or any other duly authorized public authority.

4. If service, having been properly disconnected, has been restored by someone not authorized by the Company and the original cause for disconnect has not been cured.

5. Violation of any Commission rule or effective catalog(s) that may adversely affect the safety of any person or the integrity of the Company's service.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED**

B. (Cont'd)

6. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the Company's service.
7. Failure of the customer to permit the Company reasonable access to its facilities or equipment.

C. Nonrecurring Charge For Restoration of Service

A reconnection fee per occurrence may be charged when service is re-established for customers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer's premises visit is required, an additional fee may be charged.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE (CONT'D)**

**2.3.8 INTERRUPTION OF SERVICE**

- A. After an interruption or outage of local service of more than 24 hours, the Company shall refund a portion of the monthly charge for the number of days without service.
- B. The allowance described above is not applicable when service is interrupted by the negligence or willful act of the customer to service or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the filed and effective catalog.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.4 PAYMENT FOR SERVICE**

**2.4.1 CUSTOMER RESPONSIBILITY**

The customer is responsible for payment of all charges for facilities and services furnished to the customer, including charges for services originated, terminated, or accepted, at such facilities.

**2.4.2 PAYMENT OF BILLS**

A. Charges Due

Charges for local exchange service and facilities are billed in advance. Payment is due as required by statute or state administrative rules. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for local exchange service and facilities furnished at the customer's request.

The Company shall utilize credit policies and reasonable and equitable methods in its debt collection practices as specified by state and federal government regulations.

B. Returned Payment Charge

A returned payment charge in the amount of \$25.00, or a lesser amount as permitted by state rule or law, may apply to the customer's account for each occasion that a check, bank draft, or an electronic funds transfer item is returned to the Company for the reason for insufficient funds or no account.

C. Late Payment Charge

1. Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. A late payment charge not to exceed the rate of 1.50% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), may accrue upon any unpaid amount commencing five days after the date the payment is past due.
2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.4 PAYMENT FOR SERVICE**

**2.4.2 PAYMENT OF BILLS (CONT'D)**

D. Notice of Suspension

In the event it becomes necessary for service to be discontinued to a customer for nonpayment, a written notice, in accordance with state rules or laws, will be given advising the customer of the amount due and the date by which the same must be paid. If the customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of its equipment from the customer's premises.

E. Duplicate Bill Charge

In the event a customer requests a reprint of a monthly bill that is greater than six months old, a duplicate bill charge may apply.

**CHARGE**

- Business, per account
- Reprint on paper, per bill \$5.00

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.4 PAYMENT FOR SERVICE (CONT'D)**

**2.4.3 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A. Deposits From Applicants For Service and Present Customers

1. Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to provide a deposit to the Company, pursuant to the provisions in state rules. The deposit will bear interest, as required or allowed by state laws or regulations.
2. The payment of a deposit shall in no way relieve the applicant or customer from complying with the Catalog rules and regulations for the prompt payment of bills on presentation.

B. Advance Payment

To safeguard its interests, the Company may require the customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case basis and will conform to applicable commission regulations.

**2.4.4 BILLING DISPUTES**

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Catalog.