

**Qwest LD Corp.  
Price List No. 1**

**SECTION 2**  
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**State of Minnesota**  
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**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

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

**2.1 DEFINITION OF TERMS**

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.

Authorized User

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

Customer

Company, individual, or other entity which orders or uses service and is therefore responsible for the payment of charges due and for compliance with the Company's Price List regulations.

Company

Refers to Qwest LD Corp., d/b/a Qwest Long Distance.

Domestic Calls

Calls within the continental United States, to and from some regions of Hawaii, and to Alaska, Puerto Rico, Guam, US Virgin Islands and The Commonwealth of Northern Mariana Islands.-

InterLATA

Communication between two different LATAs.

IntraLATA

Communication within a Local Access Transport Area (LATA).

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. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.1 DEFINITION OF TERMS (CONT'D)**

Nonoptional Operator Services

Operator Services provided from residence or business locations which have been presubscribed to the Company.

Premises

The space designated by a customer at its place or places of business for the provision of service.

**2.2 ESTABLISHING AND FURNISHING SERVICE**

These regulations are added to those pertaining to specific service items in other sections. Any change in rates or regulations approved by appropriate governmental authority modifies all service terms and conditions.

**2.2.1 UNDERTAKING OF THE COMPANY**

- A. Service is furnished for telecommunication services originating and terminating within the State under the terms and conditions of this Price List.
- B. Company shall operate and maintain service provided hereunder in accordance with the terms and conditions set forth in this Price List.
- C. The Company neither owns nor operates telecommunications facilities within the State, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, a customer shall be considered a customer of the Company, and not a customer of any other carrier.
- D. Service is available 24 hours per day, 7 days per week.

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

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

**2.2.2 LIMITATIONS**

- A. Service is offered subject to the availability of facilities and the provisions of this Price List.
- B. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control when a customer is using service in violation of the law or in violation of the provisions of this Price List.
- C. Service may not be used for any unlawful purpose.
- D. A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without the prior written consent and approval of the Company.
- E. The provision of service will not create a partnership or joint venture between the Company and the customer nor result in joint service offerings to their respective authorized users.
- F. Neither the Services provided pursuant to this Price List, nor the customer's obligations hereunder may be assigned or otherwise transferred without the prior written consent of the Company.

**2.2.3 TERMS AND CONDITIONS**

- A. The customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body.
- B. In the event the Company files suit or retains an attorney to enforce the terms of this Price List, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.
- C. 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. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

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

**2.2.4 LIABILITY**

- A. The Company shall not be liable to a customer or any other person, firm, entity, for any failure to perform its obligations under this Price List due to any cause or causes beyond its reasonable control, as determined by the Company.
- B. The Company is not liable for any act or omission of the customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.
- C. The Company shall be indemnified and held harmless by the customer against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, by the Company.
- D. The Company shall not be liable for any defacement of or damages to the premises of a customer or authorized user resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- E. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.4 LIABILITY (CONT'D)**

- F. In no event shall the Company or any of its affiliates be liable to a customer, its customers or any of their affiliates under this Price List for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Price List, even if the customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- G. The customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the customer's performance of its obligations and duties under this Price List; and the customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or services to a customer under this Price List.
- H. The Company shall be entitled to take, and shall have no liability whatsoever for any action as deemed necessary or appropriate by the Company to bring the services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency. The customer shall cooperate fully with the Company and take all actions, as may be requested by the Company, to comply with any such rules, regulations, orders, decisions or directives.

**2.2.5 CANCELLATION OF SERVICE BY A CUSTOMER**

A customer may, at their option, cancel or terminate the use of service at any time.

**2.2.6 USE OF SERVICE**

The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.

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

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

**2.2.7 PAYMENT ARRANGEMENTS**

- A. The customer is responsible for payment of all charges for services furnished 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.
- B. Usage charges are billed after each usage cycle. In the event that the Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of customer's usage of services in the period in question for billing purposes.
- C. Nonrecurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service, those costs will also be charged to the customer.
- D. If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the service, the customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse or waive such charges.
- E. All stated charges in this Price List are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc., shall be paid by the customer.
- F. Any objections to billed charges must be promptly reported to the Company. If notice of a dispute of charges is not received by the Company in writing within 60 days after an invoice is rendered, such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicate that such charges are inappropriate.
- G. In the event the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this Price List, the customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.7 PAYMENT ARRANGEMENTS (CONT'D)**

- H. 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 at 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.
- I. Payment of bills for service may be made by any means mutually acceptable to the customer and the Company. Payment that is not honored or paid by the customer's designated financial institution will be considered as nonpayment. A charge will apply whenever a payment for service on an active account is not accepted by the customer's designated financial institution. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's return payment charge applies.

**CHARGE**

- Returned Payment Charge, per occasion \$10.00
- J. If a check, draft, or other payment instrument remitted by a customer or authorized user is dishonored more than once during a 12-month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.
- K. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered. Federal, State, or Municipal governmental agencies may not be required to make advance payments.
- L. The utility may require a deposit from any customer or applicant who has not established good credit with that utility. Deposit requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The utility may determine whether a customer has established good credit with that utility, except as herein restricted:
  - 1. A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.7.L (CONT'D)**

2. A utility shall not require a deposit based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
3. No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing, of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.
4. Interest shall be paid on deposits in excess of \$20.00, at the rate of six percent (6%) per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The utility may, at its option, pay the interest at intervals it chooses, but at least annually, by direct payment, or as a credit on bills. Upon termination of service, the deposit with accrued interest shall be credited to the final bill, and the balance shall be returned within 45 days, to the customer.
5. When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the utility, except where such bill has been discharged in bankruptcy. A utility shall not require a deposit or a guarantee of payment without explaining in writing, why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that utility. The utility may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice, any deposit of a customer shall be applied by the utility to a bill when the bill has been determined by the utility to be delinquent. Each utility shall issue a written receipt of deposit to each customer from whom a deposit is received, and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.
6. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's deposit and letter of guarantee policy applies.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.8 RESERVED FOR FUTURE USE**

**2.2.9 RESTORATION OF SERVICE**

The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.2.10 INSPECTION**

The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to insure compliance with Price List regulations.

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

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

**2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY**

- A. The Company may, upon 5 days' notice, excluding Sundays and holidays, discontinue the furnishing of service(s) to a customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this Price List or any applicable laws, rules or regulations, or upon non-payment of any sum owed to the Company.
- B. The Company may, upon 5 days' notice, excluding Sundays and holidays, discontinue the furnishing of service(s) to a customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud.
- C. The Company may, upon 5 days' notice, excluding Sundays and holidays, discontinue the furnishing of services to a customer, without incurring any liability, if the customer:
  - fails to meet the Company's deposit and credit requirements; or
  - provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of services.
- D. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability, if the customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this Price List or by using tricks, schemes, false or invalid account numbers, false credit devices, electronic devices, or any other fraudulent means or devices.
- E. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability in the event of tampering with the Company's equipment or in the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY (CONT'D)**

- F. The Company may, upon 5 days' notice, excluding Sundays and holidays, discontinue the furnishing of service(s) to a customer without incurring any liability, if the customer fails to perform or observe any regulation or obligation set forth under this Price List and any such failure remains unremedied after receipt of a notice from the Company informing the customer of such failure.
- G. Service will not be discontinued on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- H. Discontinuance of service(s) by the Company pursuant to this section shall not relieve the customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owing for facilities and/or service(s) furnished up to the time of discontinuance.
- I. 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. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

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

**2.2.12 RESERVED FOR FUTURE USE**

**2.2.13 RESERVED FOR FUTURE USE**

**2.2.14 RESERVED FOR FUTURE USE**

**2.2.15 ALLOWANCE FOR INTERRUPTIONS**

A. The customer may be eligible for an Allowance for Interruption in service, subject to the following conditions:

1. A credit allowance is applicable to that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call.

2. No credit allowances shall be made for:

a. Interruptions that are caused by the negligence of the customer or others authorized by the customer to use the customer's service.

b. Interruptions that are due to the failure of power, equipment, systems, or services not provided by the Company.

**2.2.16 SPECIAL SERVICES**

The Company provides discounted rates to employees, pensioners, officers, directors or board members and employees, pensioners, officers, directors or board members of affiliates of the Company who subscribe to the Company's services.

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**2.2.17 REQUIREMENTS FOR OPERATOR SERVICE PROVIDERS**

A. The Company's Operator shall identify the Company audibly and distinctly, to the customer at the beginning of each telephone call before the customer incurs any charges.

B. The customer may disconnect at any time before the call is connected without incurring a charge.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.17 REQUIREMENTS FOR OPERATOR SERVICE PROVIDERS (CONT'D)**

- C. The Company will, upon request, and at no charge:
  - 1. quote the rate for an intended call;
  - 2. describe the method by which charges will be collected; and
  - 3. describe the procedure to follow for complaints concerning rates, charges, or collection practices.
- D. The Company does not charge for unanswered calls or busy numbers that are directed to an equal access area.
- E. The Company does not knowingly charge for unanswered calls or busy numbers that are directed to a non-equal access area.
- F. The Company does not engage in call splashing unless:
  - 1. the customer requests to be transferred to another provider of Operator Services;
  - 2. the customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call; and
  - 3. the customer then consents to be transferred.
- G. Except as described above, the Company will not bill for a call that does not reflect the location of the origin of the call.
- H. No location or premise surcharge will be charged by the Company on behalf of an aggregator.
- I. Operator services provided by the Company using automated or store-and-forward equipment provide the capability for accepting charges on a collect or third-party billed call through a positive response by the billed party. The Company will not bill for the call if the customer has not provided a positive response.
- J. Local emergency calls; i.e., "911" or "0-" calls are not processed by the Company, but are instead routed directly to the local exchange carrier. Upon receipt of an emergency call, the Company will immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and if not known, of the originating location of the call.

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

**2.3 SPECIAL TAXES, FEES, CHARGES**

Insofar as practicable, 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 exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

**2.4 CUSTOMER INQUIRIES – BILLING DISPUTES**

Questions regarding QLDC customer billing and customer service matters should be addressed as follows:

Business Customers:

If Qwest Corporation *is* your local provider: (800) 603-6000

If Qwest Corporation *is not* your local provider: (800) 860-1020

Residential Customers:

If Qwest Corporation *is* your local provider: (800) 244-1111

If Qwest Corporation *is not* your local provider: (800) 860-2255

Residential primary interexchange carrier ("PIC") disputes (800) 244-1111

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Qwest Long Distance Corp.  
Executive Complaint Office  
1801 California Street, Room 450  
Denver, Colorado 80202  
(877) 440-8959  
(303) 965-5555 (fax)

Any objection to billed charges should be reported promptly to the Company. If, after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Minnesota Public Utilities Commission  
Consumer Affairs Office  
121 Seventh Place East Suite 350  
St. Paul, MN 55101-2147  
Telephone 651-296-0406  
Toll Free 1-800-657-3782  
TTY 651-297-1200

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

**2.5 RESERVED FOR FUTURE USE**

**2.6 RESERVED FOR FUTURE USE**

**2.7 RESERVED FOR FUTURE USE**

**2.8 PAYMENT FOR SERVICE**

A. 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. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's duplicate bill policy applies.

**2.9 RESERVED FOR FUTURE USE**

**2.10 RESERVED FOR FUTURE USE**

**2.12 NATURAL DISASTER RELIEF FOR CUSTOMERS**

In situations where customers' telecommunications services are interrupted by natural disasters, the Company may offer alternative telecommunications services to customers in the immediate affected area, and waive otherwise applicable charges for those services. The availability and details of the offers, including, but not limited to, the maximum duration of the offer or waiver of any applicable charges, will be determined by the Company in each instance of natural disaster.

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[1] Page 16, Release 2 was previously canceled.

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