

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.14 TERMINATION OF SERVICE (CONT'D)**

**B. Termination Liability/Waiver Policy**

Services provided via service agreements may be subject to the Termination Liability/Waiver Policy. This policy applies only to services that specifically reference this Termination Liability/Waiver Policy in their respective section of this Catalog.

**1. Definitions**

Minimum Billing Level

When services are provided under a service agreement, a 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 customer's service agreement, unless otherwise specified.

Minimum Service Period

When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

**2. Complete Disconnect**

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 specified in the service agreement, for the remaining term of the agreement.

- For example, if the customer discontinues service after 17 months of a 3-year (36 month) agreement, the termination charge will be the Minimum Billing Level for the service, multiplied by the termination liability percentage, multiplied by 19 months.
- If the customer discontinues service after 6 months of a 3-year (36 month) agreement, with a 1-year (12 months) Minimum Service Period, the Termination Charge will be 100% of the Minimum Billing Level for the remaining 6 months of the Minimum Service Period, plus the Minimum Billing Level multiplied by the termination liability percentage, multiplied by 24 months.

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

**2.2 ESTABLISHING AND FURNISHING SERVICE**

**2.2.14 TERMINATION OF SERVICE**

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

**3. Partial Disconnect**

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.

**4. 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;
- 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 115% 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 PAYMENT FOR SERVICE**

**2.3.2 PAYMENT OF BILLS**

A. Charges Due

Charges for exchange service and facilities are due in advance. Charges for toll and long distance service are due when the bill for such service is rendered. 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 exchange service and facilities furnished at the customer's request and for all toll and long distance service furnished at the customer's station or stations, including charges for toll messages received at the customer's station or stations on which the charges have been reversed.

The Company shall only utilize credit policies and reasonable and equitable methods in its debt collection practices as specified in the Administrative Rules of the South Dakota Public Utilities Commission.

B. Late Payment Charge

1. A charge at the rate of 1 1/2% or \$1.00, whichever is greater, applies to all amounts previously billed on customer's bills and remaining unpaid at the time the next bill is prepared.
2. Government accounts, other than Federal or State, where this regulation and state law could conflict, shall be extended an additional 30 days. Amounts unpaid at the end of that 60-day period will be assessed a late payment fee of 3% and 1 1/2% per month thereafter. Where there is no meeting date conflict, the extension does not apply.
3. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.
4. The late payment charge does not apply to final accounts.

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**2.3 PAYMENT FOR SERVICE**

**2.3.2 PAYMENT OF BILLS**

**B. Late Payment Charge (Cont'd)**

5. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
6. The late payment charge applies to customers' accounts with an unpaid balance of greater than \$15.00.

**C. Returned Payment Charge**

A returned payment charge is applicable 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.

**CHARGE**

- Returned Payment Charge \$25.00

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**2.3 PAYMENT FOR SERVICE**

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

D. 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.

	USOC	CHARGE	
• Residence, per account			(M)
- Reprint on paper, per bill	OBMDC	\$ 5.00	(C-M)
- Reprint on CD-ROM[1]	OBMDE	15.00	(N)
- Online Self Service Access[2]	OBMDH	10.00	(N)
• Business, per account			(N)
- Reprint on paper, per bill	OBMDC	5.00	(C-M)
- Reprint on CD-ROM[1]	OBMDD	25.00	(N)
- Online Self Service Access[2]	OBMDG	20.00	(N)

[1] Charge applies for any 12 months of bills and/or partial 12 months of bills per request for bills dated March 2003, through September 2006. For example, the charge assessed for a single request of 16 months of duplicate bills provided via CD-ROM would be \$30.00 for a residence customer and \$50.00 for a business customer. The CD-ROM option will be available February 19, 2007 through October 1, 2007.

[2] Bills from March 2003, through September 2006, will be available via On-line Self Service Access to current customers from January 22, 2007, through October 1, 2007, only.

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

**2.3.3 ADVANCE PAYMENTS AND DEPOSITS**

1. Except as hereinafter provided, applicants for service are required to pay in advance, at the time the application is made, any Nonrecurring Charges or Installation Charges applicable, and to pay the charges for one billing period for exchange service and facilities ordered.
2. The Company may, in order to safeguard its interest, require an applicant to make suitable deposit to be held as a guarantee of the payment of charges. In addition, an existing customer may be required to make a deposit or to increase a deposit presently held in cases where their credit, in the judgment of the Company, becomes impaired. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation. At such time as the contract is terminated, the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded. At the option of the Company, such deposit may be refunded or credited to the customer at any time prior to termination of the contract. In case of a cash deposit, simple interest at 7% is paid for the period during which the deposit is held by the Company.

The Company may refuse an application for service made by a present or former customer who is indebted to the Company for the same class (Residence or Business) of service previously furnished, in the state of South Dakota, until the indebtedness is satisfied. In the event that service is connected for a customer who is indebted to the Company for the same class of service previously furnished such customer, the service may be terminated by the Company unless the customer satisfies the indebtedness within 10 days after written notification.

3. Where charges for construction apply, such charges are collected in advance if circumstances make that advisable in order to safeguard the Company's revenue. In such cases, and in cases where installation charges are based on the cost of labor and material required, any advance payments are estimated and any adjustments which may be necessary are made when the work is completed.
4. Advance payments are not required for service furnished customers whose financial responsibility is a matter of general knowledge. This also applies to Federal, State, County and Municipal governments.
5. Qualifying applicants for the Lifeline Assistance Plan may initiate service without paying a deposit if they voluntarily elect to have Toll Restriction on their line. Toll Restriction will be provided at no charge to qualifying Lifeline Assistance customers.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.

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

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

**2.3.4 ADJUSTMENT OF CHARGES**

A. Interruptions

1. The Company shall make all reasonable efforts to prevent out-of-service conditions. Out-of-service is defined as:
  - The customer has lost the ability to either originate or receive calls from a premises or location such as a residence, place of business or office locations, or
  - A central office line or PBX trunk cannot be used to either originate or receive calls.
2. In the event of an out-of-service condition, which is not due to the negligence or willful act of the customer, a pro rata adjustment will be made of any fixed monthly or annual charges for the service and facilities affected by said out-of-service conditions as follows:
  - When the out-of-service period extends beyond 24 hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage from the time it is reported to or detected by the Company.
    - If, in the judgment of the Company, circumstances prevent a customer from notifying the Company of an outage-of-service, the requirement for notification to or detection by the Company may be waived. If known by the Company, the period adjusted will begin with the time at which the out-of-service occurred. In all other cases, this period will be considered to have begun at the time the customer first became aware of the service outage.
    - When an out-of-service condition, reported to the Company, continues for a period less than 24 hours, adjustments for such outages will be made, if in the opinion of the Company, circumstances so warrant.

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

**2.3.5 PAYMENT PLANS**

**A. Installment Billing for Nonrecurring Charges**

Nonrecurring charges for service provided or work performed by the Company (including, but not limited to, product specific nonrecurring charges, Installation and Special Construction charges and final bills for service) are normally payable in full upon presentation of the bill. Where both the Company and the customer agree, a nonrecurring charge may be paid in consecutive monthly installments. The date of payment of each consecutive monthly installment shall be determined by the Company's billing schedule. No more than 24 monthly installments will be permitted for any single transaction. If a customer shall fail to pay any of the installments when due, the Company may, at its option, declare the unpaid balance immediately due and payable. Upon such default, the Company may exercise any and all remedies available to it by law including the right to terminate service. The customer shall have the option to prepay the entire unpaid balance at any time before maturity.

**B. Credit Card Billing of Nonrecurring Charges**

Nonrecurring charges for services provided or work performed by the Company are normally payable in full upon receipt of the bill. Where both the Company and the customer agree payment of nonrecurring charges may be made by authorized credit card. The following credit cards are authorized:

Master Charge  
BankAmericard/Visa

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

**2.4 LIABILITY OF THE COMPANY**

**2.4.1 SERVICE LIABILITIES**

A. Limitations

1. The Company's liability, if any, for its willful misconduct is not limited by this Catalog. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Catalog as an allowance for interruptions.
2. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs).
3. The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
4. Calling Privileges

Company tariffs govern and fix the outgoing service of customers and in no manner guarantees to them the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.

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

**2.4 LIABILITY OF THE COMPANY**

**2.4.1 SERVICE LIABILITIES (CONT'D)**

**B. Transmission of Messages**

The function of the Company is to furnish means of communication between access lines. Acceptance, by employees, of written or verbal communications from the public, for transmission or delivery, is forbidden.

**C. Defacement of Premises**

No liability shall attach to the Company be reason of any defacement or damage to the customer's premises resulting from placing the Company's apparatus and associated wiring on such premises, or by the removal thereof when such defacement or damage is not the result of negligence on the part of the Company or its employees.

**2.4.4 DIRECTORY ERRORS OR OMISSIONS**

The Company issues directories to assist it in furnishing prompt and convenient service, but it does not guarantee correct listings therein. The Company, except as provided herein, shall not be liable for damages arising out of errors in or omissions from its directories. The liability of the Company for damages caused to customers by errors in or omissions from its directories shall be limited to one-half the charges for the service affected for the period between the issuance of the directory in which such error or omission occurred and the publication of a new directory containing the proper listing.

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

**2.5 RESPONSIBILITIES OF THE CUSTOMER**

A. Care of Equipment

The facilities furnished shall be carefully used and cared for by the customer and shall be surrendered to the Company upon termination of the customer's right of use in as good condition as when received, ordinary wear and tear alone excepted.

All ordinary expense of maintenance and repair, unless otherwise specified in the Company's tariffs or in the contract for the use of the equipment, will be borne by the Company. In case of damage to, or destruction of, any of the said facilities due to negligence or willful act of the customer, the customer shall pay either the cost of replacing the facility or the cost of restoring the facility to its original condition.

B. Protection of Construction

The customer shall protect the construction of the Company facilities used to render the service against other users of the property when, in the judgment of the Company, such other uses would impair its service or constitute a hazard to its property or to the safety of its employees.

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

**2.6 SPECIAL TAXES, FEES, CHARGES**

1. Adjustments for Municipality Payments

In the event that a municipality collects or receives any payment or payments from the Company for or by reason of the use of the streets, alleys, and public places of the municipality or for by reason of the operation of the Company's business or any portion or phase thereof in the municipality, whether such payments be called a tax, assessment, license fee, percentage of earnings or revenues, lump sum payments, or otherwise, or whether such payments were made under the provisions of any law, ordinance, resolution, franchise, permit, or otherwise, bills for the Company's services in such municipality will be increased during the period or periods in which any such payment or payments are collected or received by an aggregate amount approximating the amounts of such payment or payments, and bills to the Company's customers rendered under the several rate schedules in effect in such municipality will be increased by the applicable proportionate part of any such payment or payments.

2. Royalty Fees

Any royalty fees incurred by the Company for the performance of copyrighted works which apply to customers' use of tariffed services shall, insofar as practicable, be billed pro rata to the customers using such service.

3. Telecommunications Surtax for Communication-Impaired Persons

A surtax will be collected from local service customers to be remitted to the South Dakota Department of Revenue for the Department of Human Services. The Department of Human Services will establish and administer a program to distribute communication devices to eligible communication-impaired persons and to create and maintain a dual party relay service.

This surtax is applied to each local exchange access line unless exempt from taxation.

	<b>USOC</b>	<b>MONTHLY RATE</b>
• Surtax	AH8	\$0.15

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

**2.16 CONTRACTUAL SERVICE AGREEMENTS**

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A. *TOTAL ADVANTAGE* Express Service (QTA Express Service)

1. General Description

As applied in this Catalog, *TOTAL ADVANTAGE* Express Service is a suite of communications services targeted to mid-sized business customers based on term and minimum usage commitments. It is available on a one-year, two-year, or three-year term commitments in a Service Agreement negotiated on an individual case basis.

2. Rates, Terms and Conditions

*TOTAL ADVANTAGE* Express Service services are governed by the same rates, terms, and conditions contained in the Qwest Communications Corporation Rates and Services Schedule No. 3 for Interexchange Telecommunications Services.

B. *TOTAL ADVANTAGE* (QTA)

1. General Description

As applied in this Catalog, *TOTAL ADVANTAGE* is a suite of intraexchange business communications services offering flat rates based on term and minimum usage commitments. It is available on a month-to-month basis, one-year, two-year, or three-year term commitments in a Service Agreement negotiated on an individual case basis.

2. Rates, Terms and Conditions

*TOTAL ADVANTAGE* intraexchange services are governed by the same rates, terms, and conditions contained in the Qwest Communications Corporation Rates and Services Schedule No. 3 for Interexchange Telecommunications Services.

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