

Qwest Corporation

**WN U-40
EXCHANGE AND
NETWORK SERVICES
WASHINGTON**

**SECTION 2
1st Revised Sheet 41
Cancels Original Sheet 41**

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED (CONT'D)

H. Restoral of Service from Disconnection

1. Conditions for Restoral

The Company will restore a discontinued service when:

- (a) The causes of discontinuance have been removed or corrected.
- (b) When payment or satisfactory arrangements for payment of all proper charges due from the applicant or customer, including any proper deposit and reconnection fee, has been made as provided for in this Section.
- (c) The Commission staff directs restoration pending resolution of any dispute between the Company and the applicant or customer over the propriety of disconnection.

2. Nonrecurring Charge for Restoration of Service

- a. A nonrecurring charge will be made and collected by the Company prior to the restoration of service where service has been temporarily discontinued for nonpayment of bills.
- b. When a service has been permanently disconnected the nonrecurring charge does not apply.

**NONRECURRING
CHARGE**

- Each line restored \$10.00

3. Where Full Toll Denial (see 2.2.9.G.) has been applied to a customer's account, and the customer's main line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges. The following MTS Restoration Charge will apply.

- | | USOC | NONRECURRING
CHARGE |
|------------|-------------|--------------------------------|
| • Per line | NPAPL | \$16.00 |

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(C)

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2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.10 TEMPORARY SUSPENSION OF SERVICE - CUSTOMER INITIATED

The following charge applies to establish temporary suspension of incoming calls and/or temporary referral of calls.

	NONRECURRING CHARGE
<ul style="list-style-type: none">• Each access line[1,2]	\$25.00

2.2.11 SPECIAL SERVICES

A. Marinas

A Marina operator will be required to provide cable supporting structures that meet standards determined by the Company for facilities on new docks or any additional cable reinforcement to protect the Company's equipment and employees.

B. Market Trials

1. A market trial shall be offered to test the packaging, pricing and/or other marketing features of a new and untariffed product or service.
2. Services may be offered on a trial basis for a specified time period to specific areas or classes of customers. Trial offerings will meet the following criteria:
 - The period of the trial does not exceed 90 days.
 - The trial offering is for an optional feature or functionality. This is defined as an operational characteristic that adds intelligent call processing capabilities or otherwise enhances a basic service such as an exchange access line.

[1] This charge applies only to establish the temporary suspension, not to discontinue it.

[2] The full monthly rate for exchange service will apply during the period this service is subscribed to.

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2.2.11 SPECIAL SERVICES

B. Market Trials (Cont'd)

3. Each trial shall be briefly described in a written notice to the Commission no later than the date upon which the trial is to commence.

This notice will contain information pertinent to the trial such as class of customer, geographic area, description of service, dates and duration of trial, price(s) of features during the trial, and customer notification.

4. Trial offerings of new and untariffed products and services not meeting the criteria detailed in B.2., preceding, will be filed with the Commission on 14 days notice.
5. If a trial offering does not perform due to a technical malfunction, all charges will be refunded to the customer.

(T)

2.2.14 TERMINATION OF SERVICE - CUSTOMER INITIATED

A customer must notify the Company of their intention to discontinue service.

If the customer moves from the service address and fails to request discontinuation of service, the customer must pay for service taken at the address until the Company can confirm that the customer has vacated the premises and/or a new party has taken responsibility for the service.

(C)

(N)

(N)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.14 TERMINATION OF SERVICE - CUSTOMER INITIATED (CONT'D)

A. 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 Tariff.

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 - CUSTOMER INITIATED

A. 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).

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.15 COMPLAINTS/APEALS

A. Procedures

Any complaint or dispute between the Company and an applicant or customer regarding service or regarding another company's service for which billing and collections is provided, the Company shall acknowledge the complaint in the following manner:

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(C)

1. Each complaint or dispute received by the Company will be investigated promptly and the result along with the name of the company's contact will be reported to the applicant or customer. When corrective action is necessary, it will be taken as soon as possible.

(C)
(C)

2. The Company will train all contact personnel to inform dissatisfied or complaining applicants or customers of their right to discuss the problem with an employee in a supervisory position.

(C)
(D)

3. Dissatisfied applicants or customers will be informed by supervisory personnel, of the availability of Washington Utilities and Transportation Commission review, and will provide the Commission's address and toll-free telephone number.

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(C)

The Company will inform applicants or customers that the Company will not disconnect or restrict service while the customer is pursuing any remedy or appeal, when referred to a supervisor or to the Commission if the customer pays amounts not in dispute when due and/or corrects conditions posing a danger to health, safety or property.

(N)
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(N)

4. All parties to the dispute have the right to bring an informal or formal complaint before the Commission.

5. When the Commission refers a complaint to the Company, the Company must report the results of its investigation of service affecting informal complaints to Commission staff within two business days. The Company will report non-service affecting results to Commission staff within five business days.

(C)

The Company will keep Commission staff updated as to relevant changes when they occur and when there is final resolution. Only the Commission can close an informal complaint.

(C)
(D)

6. All written complaints to the Company will be acknowledged.

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2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.15 COMPLAINTS/Appeals

A. Procedures (Cont'd)

7. When an appeal is in progress and the customer's toll charges substantially exceed the amount of any deposit or customary use and it appears the customer will incur excessive, uncollectible toll charges, Commission staff may authorize the Company to disconnect service. (C)
(C)

If the customer elects to pay outstanding toll charges, service may be maintained. (C)
If the dispute is resolved in the customer's favor, those charges may be subject to refund. (C)

B. Record of Complaints

1. The Company will keep a record of all complaints concerning service or rates. This record will contain:

- Name and address of complainant (C)
(D)
- Date and nature of complaint (C)
(D)
- Action taken (C)
- Final result (C)

Upon request these records will be readily available for Commission review. (C)

2. Correspondence and records of complaints will be retained by the Company for a minimum period of two years. (C)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.2 PAYMENT OF BILLS

- A. A customer will be responsible for payment of all exchange, toll and other charges related to the service. These charges will be in accordance with the Company's rates and charges, terms and conditions.
- B. Payment of bills for service may be made by any means that is mutually acceptable to the customer and the Company.

Payment of any delinquent amount to a designated payment agency of the Company will constitute payment to the Company, provided the customer informs the Company of such payment and the Company verifies such payment.

- C. Payment that is not honored or paid by the customer's designated financial institution will be considered as nonpayment. See 2.3.2.H., following.
- D. Closing bills, special bills, bills rendered due to the customer vacating the premises are payable upon presentation and become delinquent fifteen days after issuance of the bill.
- E. Deposits are normally payable before service is installed or restored. See 2.3.3, following. (T)
- F. Bills become past due (delinquent) fifteen days from the date of mailing.
- G. Preferred payment dates may be negotiated upon customer request.
- H. Charge for Returned Payments - Residence (C)

- 1. A nonrecurring charge will apply for each payment not honored or paid by the customer's designated financial institution for any reason including, but not limited to, insufficient funds or account closed. Checks held for "stop payment" are excluded. For Returned Payments for business customers, see the Exchange and Network Services Catalog. (C)
(C)

CHARGE

- Returned Payment Charge \$10.50

- 2. This charge is also applicable to bills rendered for other than exchange service and bills for accounts which have been discontinued.
- 3. When a customer pays more than one account with a single check, only one nonrecurring charge is applicable.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.2 PAYMENT OF BILLS (CONT'D)

I. Customer payments are to be applied to the undisputed amount owing on the account and/or to the undisputed amount owing on an individual entity (billed on the account.)

1. Unless otherwise specified by the customer, payments that are less than the total bill balance will be credited first to local exchange service with any remainder allocated pro rata to any other charges on the bill.

(N)
|
(N)

2. A customer may direct that a payment be applied to an individual billing entity(ies) on the account.

(T)

J. Late Payment Charge

(D)
(T)

1. A late payment charge will be applied, subject to the following conditions:

- A late payment charge of 1% applies to all amounts previously billed on a customer's bill and remaining unpaid at the time of the next month's bill. Local service charges billed for the previous month will not be included in the calculation of the late payment charge. The late payment charge will not be assessed on billing amounts purchased from other carriers.

- The late payment charge will be uniformly applied to all exchange customers.

- The Company will waive late payment charges for customers who establish a preferred payment date, as provided by WAC 480-120-161. If payment is not made in full by the customer-preferred due date, late payment charges may apply.

(N)
|
(N)

- The Company will accommodate customers who have a medical emergency as provided for by WAC 480-120-172(6).

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(D)

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2.3 PAYMENT FOR SERVICE

2.3.2 PAYMENT OF BILLS

J.1. (Cont'd)

- When the customer contacts the Company to question certain charges made to the customer's billing and the customer and the Company work together to resolve the concern, if the Company agrees to credit the customer's account, the Company will also credit the customer's account for any late payment charges associated with the credited amount. (D)
- When a complaint involving disputed charges is referred to the Commission for resolution, the Company will waive the late payment charges associated with the disputed amount for the period of time the complaint is open with the Commission, provided that charges not in dispute are paid when due. Late payment charges associated with disputed charges will be treated the same as the disputed charges under WAC 480-120-172(12). (C)

(D)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE (CONT'D)

2.3.3 ADVANCED PAYMENTS AND DEPOSITS

A. Deposits

Payment of a deposit does not relieve the customer from compliance with Company General Regulations concerning prompt payment of bills; nor does it change the conditions regarding disconnection of service when bills are not paid. For Deposits for business customers, see the Exchange and Network Services Catalog.

(C)
(C)

1. Residential

a. A deposit may be required when:

- Within the twelve months prior to application, the applicant or customer has received two or more disconnect notices for basic telecommunications service from the Company or another company.
- The applicant or customer has had basic service discontinued by any telecommunications company.
- There is an unpaid, overdue basic service balance owing to any telecommunications company
- The Company is providing the installation or continuation of service to a residence where a prior customer still resides and where any balance for such service to that prior customer is past due or owing.
- The applicant's or customer's service is being restored following disconnection for nonpayment or for taking service in a deceptive manner as specified in WAC 480-120-172(1).
- An applicant or customer of ancillary services fails to demonstrate satisfactory credit. However, local service cannot be withheld pending payment of a deposit or an advanced payment for ancillary services.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.3 ADVANCED PAYMENTS AND DEPOSITS

A.1.a. (Cont'd)

- A customer is initially provided service without a deposit and credit information supplied by the customer is incorrect and a deposit would have otherwise been required. (T)
- **EXCEPTION:** Qualifying applicants for the Washington Telephone Assistance Program (WTAP) 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 WTAP customers. (D)
(T)

b. Alternative to Deposit

When a residential applicant or customer cannot establish credit or pay a deposit, the applicant or customer will be allowed to furnish a satisfactory guarantor in lieu of a deposit as specified in WAC 480-120-124. The amount of guarantee will not exceed the amount of the required deposit. (C)
(C)

A residential applicant or customer may be allowed to accept toll-restricted basic service in lieu of a deposit. (N)
(N)

2. Nonresidential

A deposit may be required when a nonresidential applicant or customer is unable to provide satisfactory credit information. Determination of satisfactory credit is made by reasonable, appropriate means. Interexchange carrier deposit information is contained in the Access Service Tariff. (C)

3. Written Notice

- a. Written notice is given the customer whenever a new or additional deposit is required after service has been established. The notice will include the reasons for the requested deposit, the date the deposit must be paid and any actions the Company will take if the deposit is not paid. (C)
(C)
(D)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.3 ADVANCED PAYMENTS AND DEPOSITS

A.3. (Cont'd)

- b. Deposits are due no later than 5:00 p.m. on the sixth business day after notice of the deposit requirement is mailed. (C)
- c. The Company may require payment of unbilled toll charges or payment of a new or an additional deposit in amounts set forth in A.4., following. The Company may require payment before the close of the next business day following either written or verbal notice. Customers will be given an option of paying all unpaid toll charges listed in the notice, all toll charges accrued at the time of payment or to pay a new or additional deposit. (C)

4. Amount of Deposit

a. Local Service (C)

- (1) When a basic service deposit is required, the deposit amount shall not exceed two months customary usage for applicants or customers with previous verifiable service of the same class of service or two months estimated use for an applicant or customer without previous verifiable service, as determined by averaging the most recent three months' billings and multiplying the average by two. (C)
- (2) Qualifying customers may have differing requirements under the Washington Telephone Assistance Program (WTAP). See WAC 480-120-174(2) and WAC 480-122-020. (C)

b. Ancillary Services (N)

When a deposit is required the Company may require an applicant or customer to pay a deposit or advanced payment equal to two months charges for ancillary services before providing or continuing ancillary services (optional service or features). (N)

c. Toll (C)

When a deposit is required, the deposit amount will not exceed two months customary use for applicants or customers with previous verifiable service of the same class of service or two months estimated use for an applicant or customer without previous verifiable service, as determined by averaging the most recent three months' billings and multiplying the average by two. (C)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.3 ADVANCED PAYMENTS AND DEPOSITS

A.4.c. (Cont'd)

- (1) The customer may be required to make payment of either of the following when the customer's toll charges exceed \$30.00 or exceed customary use over the previous six months by \$20 or 20%, whichever is greater. (C)
(C)
 - (a) Full payment of unpaid toll charges as specified in the notice or all toll charges accrued to the time of payment provided the customer has been notified that he or she is liable for toll charges in addition to those charges specified in the notice which comes to the attention of the Company between the time of notice and payment.
 - (b) A new or additional deposit, based on the customer's two months' actual customary usage.
- (2) When a new or additional deposit or payment of toll charges is required to continue service, the Company will notify the customer, either verbally or in writing. (T)
- (3) Payment may be required before the close of the next business day following delivery of either written or verbal notice. (C)
(C)

5. Interest on Deposits

Interest will be paid on all deposits at the rate based upon a simple average of the effective interest rate for new issues of one year treasury bills, computed from November 15 of the previous year, as calculated by the U.S. Treasury. Deposits will earn that interest rate during January 1 through December 31 of the subsequent year. Interest will be compounded annually and will apply from the date of deposit until the date of refund or application to the customer's account. (C)
(C)

6. Extended Payment on Basic Service Deposit (C)

When an applicant or customer is unable to pay the full amount of deposit when required, the Company will allow the customer to pay: (C)

- Fifty percent of the requested deposit when due with the remaining amount to be paid, in equal amounts, over the next two billing cycles. (C)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.3 ADVANCED PAYMENTS AND DEPOSITS

A. Deposits (Cont'd)

7. Receipt for Deposit

Each applicant or customer who pays a deposit will be given a receipt.

8. Transfer of Deposit

When a customer transfers service to a new location, in the same Company service area, the deposit, less any outstanding amount owing, will be transferable to the new service location. (C)

9. Return of Deposit

a. When an application is cancelled prior to the establishment of service, the deposit will be returned, less any charges due the Company.

b. Any deposit, plus accrued interest, less any outstanding amount owing shall be refunded to the customer upon the completion of 12 months satisfactory credit. The Company may apply the deposit refund to a customer's account or upon the customer's request provide the refund in the form of a check upon completion of twelve months' satisfactory payment. (C)

- The check must be issued and mailed no later than 30 days following completion of the twelve months' satisfactory payment or 30 days after the closing bill is paid when service is terminated. (C)

- The deposit may be applied to the customer's bill for service in the thirteenth, and possibly subsequent months, if requested by the customer.

Payment is satisfactory if service has not been denied for nonpayment within the last twelve consecutive months and no more than two delinquency notices have been sent. (C)

c. When service is terminated, the deposit and accrued interest less any outstanding amount owing, will be credited to the final bill and the balance, if any, returned to the customer. (C)
(C)

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.3 ADVANCED PAYMENTS AND DEPOSITS

B. Impaired Credit

The Company will furnish service to applicants of impaired credit under the following condition:

- The applicant may be required to deposit money in advance with the Company of an amount equal to the estimated amount of the bill for service, or to otherwise secure in a satisfactory manner the payment of any bills for service furnished by the Company.

This regulation shall not be construed as limiting or in any way affecting the right of the Company to collect from the customer any other or additional sum of money which may become due and payable to the Company from the customer for service furnished or to be furnished.

2.3.4 ADJUSTMENT OF CHARGES

The Company is not liable for service interruption beyond crediting the charge for service during the interruption period except as provided in 2.2.2B.3. and 2.2.2B.4, preceding and in 2.4.1, following.

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(C)

In no case will the credit allowance exceed the total bill for exchange service for that period.

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2.3 PAYMENT FOR SERVICE (CONT'D)

2.3.6 BILLING

A. Bills

Regular monthly bills will clearly list all charges including applicable taxes. Each bill will indicate the date it becomes delinquent and will provide information by which a customer may contact the Company. (C)

B. Rendering of Bills

1. Flat Rate Exchange Service

Bills for flat rate exchange service may be rendered in advance and are payable in advance.

2. Message Rate Exchange Service

Bills for message rate exchange service, except charges for messages, may be rendered in advance. Charges for messages will be rendered in arrears either monthly or at ten day intervals. Bills are due and payable on the date of presentation.

3. Toll Service

Bills for toll service will be rendered in arrears monthly and in general will be presented with the periodic bills for exchange service. (C)
(C)

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2.3 PAYMENT FOR SERVICE

2.3.6 BILLING (CONT'D)

C. Billing Period

The regular billing period for exchange and toll service is once each month. (C)

D. Refund for Overcharge

Overcharges will be refunded, computed from the time the overcharge was applied or from the time such charge was documented. Documentation may be by the Company or customer.

E. Prorating of Opening and Closing Bills

Opening and closing bills will be prorated on the basis of a thirty day month. Exceptions are services with a specific minimum billing period. On message rate service, the message allowance for a fraction of a month will also be prorated.

F. Itemized Statements

Itemized statements of all charges will be furnished to customers upon request. An itemized statement may include the total for individual exchange service, calculations of time or mileage charges, taxes, credits, miscellaneous or special services, toll charges and for itemized charges of information providers, the name, address and toll-free telephone number of any provider. (C)

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2.3 PAYMENT FOR SERVICE

2.3.6 BILLING (CONT'D)

G. Temporary Disconnect Due to Nonpayment

1. Temporary disconnection means the service will be restricted to either incoming or outgoing service.
2. When this is in effect, regular rates will be charged for the period of temporary disconnect, not to exceed fifteen days.

(D)

H. Complete Disconnection of Service

When service is completely disconnected, charges are discontinued either:

- On the date requested by the customer, or
- If Company initiated as of the date of the discontinuation.

(C)

I. Banded Rate Change Notification

The Company will give notice to customers of banded rate services of changes within the limits of the rate.

(C)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY

2.4.1 SERVICE LIABILITIES

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, 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 Tariff as an allowance for interruptions.

The Company shall not be liable for any incidental or consequential damages, including but not limited to loss, damage, or expense directly or indirectly arising from wiring located beyond the standard network interface (SNI).

A. Errors in Transmitting, Receiving or Delivering Messages by Telephone

The Company is not liable for errors in transmitting, receiving or delivering messages by telephone over Company lines and lines of connecting companies.