

# CALL FOLLOWING® SERVICE AGREEMENT

Some services offered by Qwest Communications International Inc. are not regulated by the state public utility regulatory agency. These services are governed by these Terms and Conditions, so be sure to keep this Agreement. By using or paying for the Service, you agree to these Terms and Conditions.

**SERVICES:** Among the services which are governed by these Terms and Conditions are: Call Following. It is offered only to customers in areas where we are able to provide it. Call Following can only be activated, deactivated or changed from telephone sets that provide touch-tone signaling.

**BILLING AND SUSPENSION OF SERVICE:** Qwest will bill you each month, in advance, on the page of your bill marked "unregulated" for the Service(s) you have selected. If payment is not received for the Service, then we may discontinue the Service after notifying you in writing. We may also suspend or discontinue the Service, without notice if no telephone service is being provided to the residence, if any abuse or misuse of the Service occurs or if a hazard or danger to person or property exists.

**CANCELLATION/AGREEMENT:** Subject to any initial service period, you may cancel your Service, without further charge, as of the date you call us. But we will continue to provide the Service you have ordered and we will expect you to pay for it until you do cancel the Service.

**DEPOSIT:** Subject to any applicable laws or rules, if we hold a deposit for your account, we may apply it to any unpaid amount that you owe us when any Service is terminated for any reason.

**LIMITATION OF LIABILITY / SOLE REMEDY – "OUT OF SERVICE" CREDIT:** If your Service is interrupted for 24 hours or more, and if it is not due to your own actions or instruments in your residence, nor due to your own actions or those of your household members, you will be entitled to an "out-of-service" credit. It is your responsibility to contact us and request a credit within a reasonable time, generally 30 days, or we may not give you this credit. THIS IS YOUR SOLE REMEDY FOR ERRORS, OMISSIONS AND OUT-OF-SERVICE CONDITIONS, EVEN IF IT IS OUR FAULT. IN OTHER WORDS, OUR ONLY LIABILITY TO YOU IS TO GIVE THE "OUT-OF-SERVICE" CREDIT. WE ARE NOT LIABLE FOR ANY OTHER DAMAGES, REGARDLESS OF THE THEORY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. WE ARE NOT

MAKING ANY WARRANTIES TO YOU, AND WE EXPRESSLY EXCLUDE AND DISCLAIM ANY IMPLIED WARRANTIES SUCH AS WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

**REPORTING/REPAIRS:** If you have any problems with your Service or if you are entitled to an "out-of-service" credit, please contact us at the telephone number on your bill or in the Customer Guide part of the White Pages. It is our obligation to repair our facilities, but if you damage our facilities, we may charge you for the cost of repair.

**CHANGES:** We may change or stop offering any Service, and we may change any of the Terms and Conditions and the price for any Service, but only after we give you 30 days' notice. The notice may be included with your monthly bill. Any change in these Terms and Conditions must be in writing. Continued use of the Service after change(s) in Terms and Conditions constitutes acceptance by you of the change(s).

**TAXES:** We will add applicable sales, use, and other taxes, assessments and charges to your bill.

**BAD CHECKS:** We will charge you a bad check fee if your check is returned.

**DISPUTE RESOLUTION:** Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. The arbitrator shall have the authority to award compensatory damages only, and judgment upon the award may be entered in any court having jurisdiction.

**ADDITIONAL INFORMATION:** Service descriptions and any limitations may be described in productions and limitations are part of these Terms and Conditions. Please call us if you need copies or have any questions.

Call Following is also known as Remote Access Forwarding. Long distance charges may apply for all completed long distance calls. Not available in all areas. Some restrictions apply.

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**1 800-770-2513** for customer assistance  
**qwest.com**

**Qwest**   
*Spirit of Service*