

QWEST INTERSTATE, INTEREXCHANGE AND INTERNATIONAL SERVICE AGREEMENT (RESIDENTIAL SERVICE)

Thank you for selecting Qwest as your provider of presubscribed state-to-state and/or international long distance services ("Service"). The term "Service" also includes any additional features and services that you may purchase. By using your Service, you agree to these terms and conditions ("Agreement"). If you do not agree, please call Qwest promptly at 1 800-860-2255 (TTY for customers with hearing/speech disabilities at 1 800-860-0078) to cancel your Service.

Qwest tariffs ("Tariffs") on file at the Federal Communications Commission ("FCC") currently govern the rates, terms and conditions of Qwest's provision of domestic interstate interexchange and international services, if any, to you. As of July 31, 2001, the portions of the Tariffs governing domestic interstate, interexchange and international services will be cancelled, and thereafter Qwest will substitute new schedules ("Rate and Service Schedules") for the cancelled portion of the Tariffs. These Rate and Service Schedules will contain certain information previously set forth in Tariffs and will be available on Qwest's website (www.qwest.com, under "Customer Service") and at Qwest's headquarters (Law and Policy Department, 47th floor, 1801 California Street, Denver, CO 80202).

This Agreement incorporates by reference the Rate and Service Schedules, which Qwest may modify from time to time in accordance with law. Capitalized terms not defined herein are defined in the Rate and Service Schedules. The Rate and Service Schedules shall incorporate or be deemed to incorporate the applicable provisions of the Tariffs in effect immediately prior to the cancellation of those portions of the Tariffs. Tariffs for intrastate (local and in-state long distance) services are not affected by this requirement and will remain in effect and on file at the FCC and various state regulatory commissions. Qwest Wireless service is also not affected by this Agreement.

Service Usage You are responsible for all usage and associated fees for the Service, whether or not you have authorized such usage. This Service is provided only for your use, and you may not resell, assign, or transfer your rights associated with the Service without prior written consent from Qwest; however, service furnished by Qwest may be used for the transmission of communications by you or someone that you authorize to use your Service.

Restriction on Use of Service You may not use the Service in a manner that violates federal, state or local laws and rules, or in a manner that interferes or could interfere with services provided to others or that could harm Qwest's facilities. If Qwest has reason to suspect unlawful use, abuse, fraudulent usage, interference or actual or anticipated non-payment in connection with the Service or the Service network, Qwest may immediately, without notice or liability, deactivate or terminate the Service. If you suspect fraudulent or unlawful use of your Service, please contact Qwest immediately at 1 800-860-2255. Qwest may temporarily refuse, limit, interrupt, or curtail your Service as necessary. Qwest may, without notice and at its option, cancel service if a residential customer's account has shown no usage for six (6) consecutive months.

1 800-244-1111 for customer assistance
qwest.com

Warranty THERE ARE NO WARRANTIES FOR THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Liability Qwest makes no representations and does not assume any legal liability or responsibility for the content, accuracy, completeness, or usefulness of any messages sent or received via the Service. Qwest will not be responsible for any loss or damages arising out of the use of the Service, including damages resulting from personal injuries, death, or property damage. NEITHER QWEST NOR ITS SUPPLIERS OF EQUIPMENT, AGENTS OR AUTHORIZED DISTRIBUTORS OF SERVICE ARE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER RESULTING FROM MISTAKES, FAILURE TO REACH 911, NETWORK FAILURE, UNAUTHORIZED ACCESS TO DATA, FILES OR EQUIPMENT, INTERRUPTIONS IN SERVICE OR DELAYS IN TRANSMISSION. IN NO EVENT SHALL YOU HAVE ANY RIGHT TO RECOVER FROM QWEST, OR ITS EQUIPMENT OR SERVICE PROVIDERS, AGENTS OR AUTHORIZED DISTRIBUTORS ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, EVEN IF QWEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Qwest's liability for direct damages arising out of any additions, omissions, interruptions, delays, mistakes, errors or defects in the transmission occurring in the course of furnishing the Service or facilities shall in no event exceed an amount that is equivalent to the charge for the Service during the period in which the fault in transmission occurs. Qwest is not liable for any defacement of or damage to a Customer's premises resulting from the furnishing of Service or the installation or removal of facilities and equipment, when such defacement or damage is not the result of Qwest's negligence. If such defacement or damage is the result of Qwest's negligence, in no event will Qwest be liable for more than direct damage.

Qwest shall not be liable for any failure to perform its obligations under this Agreement due to any cause or causes beyond its reasonable control, as determined by Qwest. Qwest shall be entitled to take and shall have no liability whatsoever for any action as deemed necessary by Qwest to bring the Service or its practices into conformity with any rules, regulations, orders, decisions or directives of the FCC or other governmental agency.

Indemnification Qwest is not responsible for any third party claims relating to or arising out of use of the Service. Except for Qwest's gross negligence or willful misconduct, you agree to reimburse Qwest for all costs and expenses, including attorney's fees, relating to any such third party claims.

Qwest Service and Features Qwest Service will allow you to complete calls between locations specified in the Rate and Service Schedules, subject to limitations and qualifications contained therein. Subject to the terms of this Agreement and the Rate and Service Schedules, Service is provided on a monthly basis, twenty-four (24) hours a day.

more...



Disputes You agree that any disputes that cannot be settled informally will be resolved by arbitration using the rules of the American Arbitration Association. Before initiating or participating in any arbitration proceeding concerning any aspect of this Agreement, you agree that you will attempt to resolve any disputes that arise between you and Qwest informally by providing Qwest with written or oral (by calling 1 800-860-2255) notice and a brief explanation of your concern. You agree to give Qwest at least 30 days (from the time you first notify the company) to resolve the dispute. If arbitration is required, the arbitration will be conducted by a single arbitrator engaged in the practice of law. Unless you and Qwest agree otherwise, arbitrations will be decided solely on the basis of your and Qwest's written submissions including relevant documents, to the arbitrator, unless the arbitrator requires otherwise. The arbitrator's decision and award will be final and binding and may be entered in any court with jurisdiction. The Federal Arbitration Act, not state law, shall govern the arbitrability of all claims. You agree to keep the results of any such arbitration confidential. Notwithstanding the foregoing, you continue to have the right to seek relief through an appropriate federal or state regulatory agency, but you agree that you will not join or participate in any class-wide action relating to the Services.

Interruptions Allowances for interruptions shall be granted upon request and at Qwest's sole discretion.

Changes to Terms and Conditions Qwest reserves the right to modify the charges, terms and conditions under which the Service is provided by posting material changes to the Rate and Service Schedules on our website at least 15 days prior to the effective date of such modification(s) and by providing recorded announcements of price increases at 1 866-467-5635. Qwest may also choose, in its sole and complete discretion, to provide an additional notice such as print advisories in newspapers. Use of the Service will constitute acceptance of any new rates, terms or conditions stated in the Rate and Service Schedules. You are free to terminate your Service at any time in the event of a change in the Rate and Service Schedules unless otherwise provided.

Eligibility, Credit Check and Security Deposits Your credit history may require you to pay a security deposit before activation of your Service. Security deposits must be cash, credit card or certified funds. Unless otherwise determined by Qwest or required by law, no interest shall accrue for the benefit of the customer for any such security deposit. Security deposits will be held in your account until you have established 12 consecutive months of satisfactory payment history, at which time a credit will be issued to your account. At Qwest's option, deposits may be refunded or credited to you at any time.

Service Plans, Charges and Billing Services shall be automatically provided and billed on a monthly basis until terminated by Qwest or by you. Qwest may periodically discontinue certain Services, subject to applicable law. You must notify Qwest promptly of any change in your billing address.

The Service plan ("Service Plan") you select determines your monthly rate and applies to calls you initiate. Some Service Plans have monthly fees or minimum monthly charges. At any time, you can call Qwest at 1 800-860-2255 for further details about your Service Plan.

Usage charges are billed after each usage cycle, unless otherwise specified in the Rate and Service Schedules. Minimum usage charges and monthly recurring charges may be billed in

advance or in arrears, depending upon the Service Plan selected by you. Non-recurring charges are payable when the Service Plan for which they are specified has been ordered.

All charges stated in the Rate and Service Schedules are computed by Qwest exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, other taxes, universal service fees, duties, fees or other similar obligations imposed now or in the future. You agree to pay such taxes, fees, surcharges, duties and obligations, in addition to the rates and charges set forth in the Rate and Service Schedules. You also agree to pay any additional amounts associated with government programs that Qwest is required or permitted to collect from its customers.

Customers who place certain types of calls from pay telephones (calling card calls, prepaid calling card calls, toll-free calls and calls placed using a carrier access code) will incur an additional pay phone use charge.

Payments You are responsible for payment of all charges for use of Service furnished by Qwest pursuant to this Agreement, regardless of whether such use was authorized by you. You agree to pay Qwest for all charges billed as a result of any use of your authorization code, whether such use is by you or by a third party in connection with a lost, stolen or misappropriated authorization code or otherwise. It is your responsibility to notify Qwest if your authorization code has been stolen or lost. Qwest is not liable for any damages, including toll charges, you may incur as a result of the unauthorized use of your telephone.

Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Interest on the amount due at the rate of one and one-half percent (1.5%) 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 (5) days after the date the payment is past due. Checks returned to Qwest will incur a return charge fee of \$35 (unless a lower fee has been prescribed by law, in which event the charge will be equal to such lower fee) which will be added to your Service account. Claims for any errors in billing or service quality must be made by you in writing within 30 days of your receiving the invoice giving rise to the claim. Qwest may make adjustments to charges calculated in error.

Severability If any provision of this Agreement is held to be invalid, illegal, or unenforceable, in any respect, the remaining provisions will not be affected as long as the parties' basic intent under this Agreement can be achieved.

Governing Law This Agreement is governed by the laws of the State of Colorado without regard to its choice of law provisions.

Entire Agreement This Agreement, including the Rate and Service Schedules, sets forth all of the terms and conditions concerning the Services. This Agreement supercedes all prior agreements, discussions, representations, or other statements by you or Qwest, whether orally or in writing, relating to the Services. Neither you nor Qwest will be bound by any representations or statements made by any person relating to the Service which is not contained in this Agreement. If there is any conflict between this Agreement and the Rate and Service Schedules this Agreement will govern.