

TERMS AND CONDITIONS

When you order nonregulated services from Qwest, we make certain promises to each other. These Terms and Conditions describe the promises we make to you and those you make to us. They're considered a legal contract, so if you have questions after you've read them, please call 1 800-244-1111.

What regulates the price you pay? The basic telephone services you receive from Qwest, such as your local phone line, your number and your dial tone, are under the regulation of the State. The rules and guidelines for these are set down in a document called a "Tariff." If you have a desire to view the document, you may contact your local Qwest business office. In addition, Qwest offers a wide range of optional services which are not under State regulation. These are considered non-regulated products and services. The rules governing these are in this document.

What are nonregulated services? They are Line-Backer™ and Voice Mail (VM). (VM is a regulated service in Iowa, Minnesota, Montana, Oregon and Wyoming.)

Voice Mail Where a nonrecurring or recurring charge does not apply – "The Company may apply, at no charge, additional features for the purpose of enhancing service. Skip Security Code and Rapid Prompts are examples of these features."

Do you need to sign a contract? No, you don't. Your paying for or continuing to use nontariffed services for 3 days following receiving this letter means you agree to these Terms and Conditions.

How to cancel your nonregulated services If you wish to cancel a nonregulated service, simply call your local Qwest Business Office. We will disconnect the service and cease to bill you further monthly charges for the cancelled service. In some cases, you will still be responsible for an initial minimum service fee of one month and/or for a one-time change service charge, which will be explained to you when you order or change your service.

How you will be billed You will be billed monthly in advance for your ongoing optional services. One-time charges, such as installation or Time and Materials charges, are billed on the next bill following your order.

Failure to pay your phone bill If we don't receive payment on or before the date the bill shows the bill is due, we may disconnect all or part of your optional services. If this happens, we will notify you in writing before we disconnect your services. Qwest also has the right to disconnect your service without notice if we learn that there has been abuse or misuse of these services or that a hazard or danger to person or property exists.

Deposits You may have to pay a deposit if we can't verify a good credit history. Should service be discontinued, we will apply the deposit to your unpaid bill and refund to you the unused portion of the deposit.

Taxes We'll add applicable sales, use, other taxes and assessments to your phone bill.

Late payments If your payment is going to be late, please call your Qwest Business Office to avoid possible collection action.

If your check is returned unpaid We will charge you a bad check fee if your check is returned by the bank.

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

Qwest 
Spirit of Service®

If we don't supply the optional services you ordered If the optional services you ordered are interrupted for 24 hours or more, and it's not due to actions of you or your family or guests, nor to problems with the wiring or equipment in your home, we will credit your monthly telephone bill with an amount that covers the time you were out of service.

If you are out of service, you generally should contact us within a reasonable amount of time (within 30 days) to receive your credit. YOUR OUT OF SERVICE CREDIT IS YOUR SOLE REMEDY FOR THESE ERRORS, OMISSIONS AND OUT OF SERVICE CONDITIONS, EVEN IF IT IS OUR FAULT. We are not liable for any other damages, regardless of the theory, whether direct, indirect, incidental, special or consequential.

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 America 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.

Limited warranty for Time and Materials service We offer a LIMITED WARRANTY only with our Time and Materials and Wire Maintenance services. We warrant to you and no one else and only the work or materials we supply. The work we provide will be done in a proper manner, consistent with industry standards. If you think our work or materials are defective, please contact us promptly and we'll correct defects in our work or materials which are our responsibility, without further charge. REPAIR OF ANY DEFECT FOR WHICH WE ARE RESPONSIBLE IS YOUR ONLY REMEDY FOR ANY CLAIMS IN CONNECTION WITH THIS LIMITED WARRANTY. Our LIMITED WARRANTY is good for a full 30 days after our work is done, so any implied warranty and our LIMITED WARRANTY expire at that time. If you need service, please call us at the telephone number on your bill. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, or do not allow limitation on implied warranties or their duration, so the above exclusions and limitations may not apply to you.

What to do if you have service problems or interruptions If you have service interruptions or any of the services you have ordered do not work properly, call us at the telephone number on your bill. (This number can also be found at the beginning of your White Pages.) We will issue an out-of-service credit, if appropriate, and repair the condition. There will be no charge for the repair, unless you or your family or guests caused the damage.

What changes Qwest can make to its optional services Qwest can make changes to its unregulated, optional services at any time. These may include changing the charges and, changing or discontinuing a product or service, or altering these Terms and Conditions. We will, however, always notify you of these changes in writing. Changes in charges on one-time services, such as installation or Time and Materials, will be found on a price list filed 30 days before the change with the agency in your state governing public regulations, except New Mexico.

Just so you'll know We provide Qwest Voice Mail (VM) as a group of features. VM includes a voice mailbox, and it usually includes a forwarding feature that direct incoming calls from your telephone line to the voice mailbox and a notification feature (the stutter dial tone). The forwarding and notification features are part of the telephone network. They're separately available to customers of other messaging services, at the same price and on the same terms that are used when grouped with the voice mailbox to create VM. We group these features together to make your VM easy to use and understand. Regulated service offering used in our VM are available and priced on equal terms, consistent with applicable laws and regulations.

Messaging Information While the increased functionality of Voice Mail makes it easier for you to send messages to your groups, it also makes it easier for others to send you unwanted messages. We do not want your voice mailbox to become cluttered with Junk Mail messages; therefore, we have made the following addendum to your Voice Mail Terms and Conditions.

1. Obscene, abusive or offensive messages sent or forwarded from one Voice Mail mailbox to another are prohibited.
2. Neither Business nor Residential Voice Mail customers may send unsolicited promotional, advertising, or commercial messages to other Voice Mail customers unless:
 - A. The recipient has requested messages from the sender OR
 - B. The sender has a signed authorization to send messages to the recipient.
3. All sent commercial messages must clearly identify the sender's name and a phone number at which the sender can be contacted.

Qwest has the right to determine compliance or non-compliance with these rules, and it may take into account customer complaints and comments.

Qwest may or may not warn a violator of a violation. In addition to any other remedy, Qwest may interrupt or disconnect service of an offender, temporarily or permanently, with or without warning.