

## NOTICE OF CATALOG TERMS FOR QWEST CORPORATION SERVICES IN WASHINGTON (Business and Residential services impacted by the 2007 AFOR)

Thank you for selecting Qwest Corporation ("Qwest") as your provider of certain telecommunications services ("Services"). This "Notice" describes some of the important terms and conditions that apply to your Services, however, the actual, binding terms and conditions are contained in catalog pages that are located at [http://tariffs.qwest.com:8000/Q\\_Tariffs/WA/index.htm](http://tariffs.qwest.com:8000/Q_Tariffs/WA/index.htm) (the "Catalog Terms"). For customers that don't have direct access to the Internet, most Washington libraries provide Internet access and can help you view that Web site. The Catalog Terms are a binding, agreed contract between Qwest and the customer(s) who are designated as the responsible party(s) for the Services on Qwest records. The responsible party(s) may be called "customer" or "you" in this Notice.

**Services:** The Services include (1) residential features and packages, (2) business analog and digital switched and private line services, (3) services not governed by a separate contract (for example, Line-Backer, Data-Backer, and Voice Mail) and (4) services not governed by terms and conditions ("Tariff Schedules") filed with the Washington Utilities and Transportation Commission (the "Washington Commission"). Each of the Services is identified and described in the Catalog Terms. The functionality, operation, interaction, characteristics and nature of the Services may be changed at any time without notice (and such changes may or may not be reflected in the Catalog Terms), so long as the changed Services continue to comply with the published technical specifications of the telecommunications industry.

**Rates:** The non-recurring (activation/installation) charges and the recurring (monthly) charges for the Services are set out in the Catalog Terms. Those charges along with applicable local, state and federal taxes, regulatory assessments, fees and charges, cost recovery charges such as universal service fees, 911 fees, Federal Access Charge and other applicable charges and fees will be itemized on the Qwest bill to each customer. The charges shown in the Catalog Terms govern, notwithstanding any contrary information provided to a customer during the sale contact.

**Relationship/Changes/Cancellation:** Before December 1, 2007, the Services were governed by Tariff Schedules filed with the Washington Commission, and certain telecommunications services continue to be governed by such filed Tariff Schedules. The Catalog Terms are much the same as the Tariff Schedules that previously governed the Services and customers may continue to direct complaints about the Services, Qwest and the Catalog Terms to the Washington Commission. However, the Catalog Terms, not the Tariff Schedules, apply to and govern the Services and are a binding contract between you and Qwest.

**The Catalog Terms apply to and govern the Services. If you do not agree to, or if you do not wish to be bound by the Catalog Terms, you must cancel your Services by contacting Qwest. Qwest and other providers offer telecommunications products that may substitute for the Services, so you have a choice.**

Qwest may change the Catalog Terms at any time by adding the change to the Catalog on the Web site. If a change increases a rate for a Service(s) to which you subscribe, or materially changes your obligation(s)/duty(s) to Qwest or our obligation(s)/duty(s) to you, Qwest will give you reasonable advance notice, generally through a bill message or insert or a post card provided to you at least 20 days in advance of the change. Notice of rate decreases and changes in obligations/duties that benefit you may be provided only by publication of the change on the Web site. If you do not cancel the affected Service(s), then you will be bound by the change in the Catalog Terms.

You may cancel any or all Services at any time by contacting Qwest Customer Service. Unless otherwise agreed when you place the order for cancellation, it will be effective as of the date you place that order, however, as described in the Catalog Terms, a few Services have a minimum service period (usually a month), and in many cases where a promotional rate or offer has been provided, customers must retain the promoted Services for a minimum period. Any minimum service period/requirement for retention of Services will be described in the fulfillment material provided to you.

The Catalog Terms set out certain reasons for termination of Services. If you fail to pay for Service(s) in a timely manner, abandon them, violate any of the Catalog Terms, and as permitted or authorized by applicable law or regulation, Qwest may suspend/disconnect/terminate/cancel the Services. Notice will be provided if required by the Catalog Terms, such as where the suspension/disconnection/termination/cancellation is due to non-payment or a violation of the Catalog Terms that can be corrected by you and that does not pose a threat to any person, property or the provision of other services. The notice may provide a period to correct the violation or non-payment.

**Limited Liability:** As more particularly described in the Catalog Terms, Qwest, its agents, servants and employees have no liability for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, or changing the Service or associated facility (including the obtaining or furnishing of information in respect thereof or with respect to the customers or users of the Services or the facilities associated therewith) in the absence of gross negligence or willful misconduct.

**Limited Remedy:** Customer's sole remedies for missed commitments, delayed service and service interruption are the allowances described in the Catalog Terms.

**Damage to Customer Premises:** Qwest is not liable for defacement of or damage to customer's premises on account of any Qwest facility or equipment or caused by the installation or removal of a Qwest facility or equipment unless the defacement or damage is due to the negligence of Qwest.

**Directory Errors or Omissions:** Specific rules apply where Qwest makes an error or omission in your directory listings. Those rules are set out in the Catalog Terms and provide for a limited refund of the charges for the affected Services.

**Payment for Services:** Qwest bills for most Services in advance, and you must pay those bills on or before the "due date" on the bill. All payments must be in a form or method satisfactory to Qwest. Some Services, such as Directory Assistance, Three-Way Calling, Call Trace, and others are available on a pay per use basis. Customers activating or using those Services must pay for each use when activated and billed. If a customer fails to pay for all or any part of the Services, some or all of the Services may be suspended and disconnected, in accordance with the Catalog Terms. Generally, basic telephone service will not be suspended or disconnected due to non-payment of non-telephone charges. Further details are on the Qwest bill and in the Catalog Terms.

Failure to pay the amounts due on your Qwest bill in a timely manner may result in a late payment charge, and if your payment method is dishonored (insufficient funds, credit card charge declined, etc.), you may be responsible to pay a dishonored payment charge, all as described in the Catalog Terms.

**Restriction on Use of Services/Indemnity:** Services must be used in accordance with applicable law and the provisions of the Catalog Terms. The Services may not be used in any way that does or might interfere with any service, feature, or function provided to others or that could adversely affect Qwest's facilities. The customer indemnifies Qwest against all claims arising out of the act or omission of the customer or a user authorized by the customer in connection with the Services, including but not limited to claims for libel, slander, infringement of copyright, trade mark, trade name, and patent.

**Premises:** Consistent with industry standards and the Catalog Terms, customers authorize Qwest to use portions of their premises reasonably necessary to provide the Services and agree to cooperate with Qwest and provide reasonable access to, and the actual facilities needed to install, maintain, and repair the Services. If Qwest equipment that is located on customer premises requires power, customer must supply the power.

**Dispute Resolution:** Customers should review their billing for the Services promptly and advise Qwest of any perceived errors as soon as possible, generally within 60 days. Customers and Qwest shall deal with each other in good faith, and Qwest will promptly review and evaluate claims, disputes, and asserted errors that are referred to it. Customer claims, disputes, and asserted errors should be communicated to Qwest Customer Service. If the matter is not resolved, then customers should request to speak with the Qwest Customer Advocacy Group for further assistance. Customers also have the right to contact the Washington Commission.

**Telephone Number/Change of Responsibility:** The telephone number does not belong to the customer, and Qwest may change the telephone number as provided by the Catalog Terms. Transfers of Services, the number, and the customer's account require the procedure established by Qwest to be fully and completely followed by the former customer and the new customer.

**Deposits and Advance Payments:** Customers may be required to pay a deposit or advance payment before activation of their Services, and existing customers may be required to pay a deposit or advance payment if payments are missed or delayed, or if they order additional Services as described in the Catalog Terms.

**Remember, the Catalog Terms contain all of the applicable terms and conditions and are a binding contract between Qwest and the customer. Review them at:**

[http://tariffs.qwest.com:8000/Q\\_Tariffs/WA/index.htm](http://tariffs.qwest.com:8000/Q_Tariffs/WA/index.htm)

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