

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

as provided by

Qwest Communications Corporation, d/b/a

Qwest Long Distance

in the State of

OHIO

This Ohio Tariff PUCO No. 7 supercedes in it's entirety the Ohio PUCO Tariff No. 1 and the Ohio PUCO Tariff No. 5.

Issued: March 31, 2008

Effective: April 1, 2008

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1. APPLICATION AND REFERENCE

TABLE OF CONTENTS	PAGE
SECTION 1 – Application and Reference	
A. Application of Tariff.....	1
B. Explanation of Change Symbols.....	2
C. Trademarks, Service Marks and Trade Names.....	3
SECTION 2 – General	1
A. Definitions	1
B. Undertaking of the Carrier.....	6
C. Limitations	6
D. Terms and Conditions.....	8
E. Liability.....	10
F. Use of Service.....	13
G. Billing and Payment for Service.....	15
H. Cancellation of Service by a Customer.....	18
I. Cancellation for Cause by the Company	18
J. Restoration of Service.....	20
K. Inspection.....	20
L. Testing and Adjustments	20
M. Interconnection With Other Carriers	20
N. Allowance for Interruptions.....	21

1. APPLICATION AND REFERENCE

TABLE OF CONTENTS	PAGE
SECTION 2 – General (Cont’d)	
O. Legislative, Regulatory or Judicial Activity	23
P. Special Arrangements	23
Q. Special Taxes, Fees, and Charges	24
R. Customer Rights and Responsibilities	24
SECTION 6 – Operator Services	
A. General	1

1. APPLICATION AND REFERENCE

A. Application of Tariff

This Tariff contains the descriptions, rates and charges applicable to interexchange telecommunications services furnished by Qwest Communications Corporation, d/b/a Qwest Long Distance, hereinafter referred to as the Company, between and among points within the State of Ohio. Such services work in conjunction with interstate telecommunications services.

1. APPLICATION AND REFERENCE

B. Explanation of Change Symbols

SYMBOL EXPLANATION

The following symbols are used for the purposes indicated below:

- | | |
|-----|---|
| (C) | To signify changed regulation, term or condition |
| (D) | To signify discontinued material |
| (I) | To signify rate increase |
| (M) | To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present |
| (N) | To signify new material |
| (R) | To signify rate reduction |
| (S) | To signify reissued matter |
| (T) | To signify a change in text but no change in rate, regulation, term or condition |

1. APPLICATION AND REFERENCE

C. Trademarks, Service Marks and Trade Names

Below is a list of trademarks and/or service marks for services which are offered in this Tariff. These trademarks and/or service marks are owned by Qwest Communications International Inc. and are used by Qwest Communications Corporation with express permission. These designations will not be listed hereafter in this Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks and service marks that are owned by Qwest Communications International Inc. cannot be used by another party without authorization.

QWEST®

worldcard®

2. GENERAL

A. Definitions

Access Code

A sequence of numbers that, when dialed, connects a caller to an interexchange carrier that is associated with that sequence. Dialing sequences that utilize a 950-XXXX, 1-8XX, or 101XXXX prefix are examples of access code arrangements available to customers.

Access Line

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to the Company's location or switching center.

Affiliate

Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Authorization Code

A numerical code, one or more of which may be assigned to a subscriber, to enable the Company to identify the origin of the service user so it may rate and bill the call. Automatic Number Identification (ANI) may be used as or in connection with the authorization code.

Authorized User

An individual, firm, corporation, or other entity authorized by the customer to utilize communications services provided by the Company.

Automated Collect

Collect Calls that are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. "live" operator) to complete (also known as 0++ Collect Calls).

Automatic Number Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

2. GENERAL

A. Definitions (Cont'd)

Bulk Rounding

Qwest uses "Bulk Standard Rounding" to convert from the fourth decimal place to full cents. Bulk Standard Rounding rounds:

- up the amount billed for a call to the second decimal place, if the third and fourth decimal places of a call charge are equal to, or exceed, \$0.0050, and
- down the amount billed for a call to the second decimal place, if the third and fourth decimal places of a call charge are less than \$0.0050.

The difference between the billed charge and the actual call charge, negative or positive, is applied to the next call, and such call's actual charges plus such difference are Bulk Standard Rounded in the same manner to determine the billed charge for such call. Qwest repeats this process for all calls.

Common Carrier

A company or entity providing telecommunications services to the public.

Company

Qwest Communications Corporation (Qwest) or (QCC).

Holiday

New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

InterLATA

Communication between two different LATAs.

IntraLATA

Communication within a LATA.

Intrastate

Communication to and from locations within a state.

2. GENERAL

A. Definitions (Cont'd)

Local

Communication within a LATA that does not require a leading "1" when direct dialed.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

0++ (Automated)

Calling Card, Credit Card, Collect, and/or Bill to Third Party calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. "live" operator) to complete.

0+- (Partially Assisted)

Calling Card, Credit Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect Calls placed by Users dialing 0+ (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain billing information from the User.

0-- (Fully Assisted)

Calling Card, Credit Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect calls placed by Users dialing 0 or 00 without also entering a valid (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain the (area code) + (exchange) + (line number) as well as the billing information from the User.

2. GENERAL

A. Definitions (Cont'd)

Operator Assisted Calls

Calls requiring assistance for completion, usually by dialing 0+ (area code) + (exchange) + (line number); or by dialing "0" or "00", with all subsequent dialing being performed by Operator Services (0--). The following are examples of calls normally placed in this manner:

- Calling Card Calls – Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option, and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e. a "live" operator) or may be made on an "automated" basis.
- Collect Calls – Calls for which charges are billed not to the originating telephone number, but to the destination or termination telephone number.
- Credit Card Calls – Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.
- Third Party Calls – Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.
- Person-to-Person Calls – Calls which are placed under the stipulation that the caller will speak only to a specific called party.
- Station-to-Station Calls – Calls for which charges are billed to the originating telephone number.

Operator Service

The operators, activities, equipment or services necessary to process Operator Assisted Calls.

Operator Surcharge

A non-usage (fixed) charge, which is added to a usage charge in calculating the total tariffed charges due for a completed Operator Assisted Call.

2. GENERAL

A. Definitions (Cont'd)

Premises

The space designated by a customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

Presubscription

A service arrangement whereby the customer authorizes the local telephone company to route all interLATA and/or intraLATA calls to the Company.

Special Promotional Offering

Special discounts and/or other modifications of the Company's standard service offerings which may be offered, from time to time, to customers using a particular service. Special promotional offerings may be limited to certain dates, times, and locations.

Subscriber

The person or legal entity, which enters into arrangements for the Company's operator assisted telecommunications services.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Usage Charge

A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

User

The calling party utilizing the services of the Company, and having responsibility for the payment of charges, unless that responsibility has been accepted by others, such as in the case of Collect and Bill to Third Party calls.

2. GENERAL

B. Undertaking of the Carrier

1. The furnishing of the communications services under the terms of this tariff will be provided by the Company alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of interexchange telephone calls.
2. Service consists of the furnishing of transmission capabilities to customers, authorized users, and joint users for the placement and/or receipt of long distance calls between the locations specified herein. Such services are offered subject to the availability of the necessary facilities and equipment to provide the service:
3. The Company, when acting at the customer's request and as its authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.
4. Calls to emergency service agencies (police, fire, ambulance, etc.) will be completed at no charge.

C. Limitations

1. Service is offered subject to the availability of facilities and the provisions of this Tariff.
2. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a customer's having call volume or calling patterns that results, or may result, in network blockage or other service degradation which adversely affects service or other customers of the Company.
3. Service may be discontinued without notice to a customer by blocking traffic to certain cities or exchanges, or by blocking calls using certain access codes or authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services.
4. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections available, and will not be liable for errors in transmission or for failure to establish connections.
5. A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without the prior written consent and approval of the Company.

2. GENERAL

C. Limitations (Cont'd)

6. The customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.
7. The provision of service will not create a partnership or joint venture between the Company and the customer nor result in joint service offerings to their respective authorized users.
8. Neither the services provided pursuant to this Tariff, nor the customer's obligations hereunder, may be assigned or otherwise transferred without the prior written consent of the Company.
9. The Company reserves the right to deny service to any person or entity: (A) who, in the Company's judgement, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this Tariff; or does not pass a credit check; or (B) if the Company believes that the person's or entity's use of the service would violate the provisions of this Tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the service to that person or entity; or (C) if the Company determines in its sole discretion that facilities are not available to provide the service; or (D) if the Company determines in its sole discretion that any order for service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (E) the service requested has been discontinued; or (F) if an order for the service may be denied under the terms of any carrier, switched or independent sales representative agreement.
10. The operator assisted services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunication Services (WATS) of underlying common carriers.
11. The rates and regulations contained in this Tariff apply only to the Operator-Assisted services furnished by the Company, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
12. The Operator Services of the Company are furnished to patrons, patients, students, and other authorized users of the terminal telephone or other facilities of privately owned coin operated telephone station providers, hotels, motels, hospitals, airports, colleges, universities, and subscribers. The Company enters into arrangements with such subscribers providing for the availability of the Company's nationwide services, including the intrastate services offered under the terms and conditions of this Tariff.

2. GENERAL

D. Terms and Conditions

1. Service is provided on a monthly basis, twenty-four (24) hours per day as described herein. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
2. Customers may order services under this Tariff by contacting an authorized Company representative and executing the Company's Application for Service and, at the Company's sole discretion, a credit application. The name(s) of the customer(s) desiring to subscribe to service, the service(s) to be provided, the targeted service date, and the location(s) of such services must be stipulated in the Application for Service.
3. Customer shall, at all times, comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. All customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
4. Except as otherwise provided in this Tariff, service is provided and billed on the basis of one (1) month, beginning on the service date and continuing until the expiration of the Minimum Service Period, or until service is otherwise cancelled. Customer shall accept and pay for each service for the Minimum Service Period. Upon expiration of the Minimum Service Period, services shall be automatically extended on a month-to-month basis until service is terminated in writing by the customer on not less than thirty (30) day's written notice to the Company.
5. The customer agrees to operate company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the customer to be responsible for damages to equipment pursuant to this Tariff.

2. GENERAL

D. Terms and Conditions (Cont'd)

6. Customer agrees to return all company-provided equipment to the Company within five (5) days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to customer's failure to comply with this provision.
7. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service, removing the Company's equipment. The customer shall be responsible for making any necessary arrangements for the Company's entrance to the customer's premises.
8. In the event the Company files suit or retains an attorney to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.
9. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
10. Except as otherwise provided herein, or as specified in writing by the party entitled to receive service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

2. GENERAL

E. Liability

1. The Company shall not be liable to customer or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, as determined by the Company.
2. The Company is not liable for any act or omission of the customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.
3. The Company shall be indemnified and held harmless by customers against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.
4. The Company shall not be liable for any defacement of or damages to the premises of a customer or authorized user resulting from the furnishing of service which is not the direct result of the Company's negligence.

2. GENERAL

E. Liability (Cont'd)

5. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.
6. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
7. In no event shall the Company or any of its affiliates be liable to customer, its customers or any of their affiliates under this Tariff for any loss of profit or revenue incurred as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Tariff, even if customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
8. Customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities sustained by the Company in any action commenced by any third party and arising in connection with the customer's performance of its obligations and duties under this Tariff; and the customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or services to customer under this Tariff.
9. The Company's liability for 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 proportionate charge for the period of service during which the fault in transmission occurs.

2. GENERAL

E. Liability (Cont'd)

10. The Company shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with the Company's operator assisted services, or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall the Company's liability for any service exceed the charges applicable under this Tariff to such service.
11. In no event shall the Company or any of its affiliates be liable to customer, its customers or any of their affiliates under this Tariff for damages to customer's supplier's Interconnection Facilities resulting from the furnishing of services, including the installation and removal of equipment and associated wiring.
12. In no event shall the Company or any of its affiliates be liable to customer, its customers or any of their affiliates under this Tariff for any act or omission of any other entity furnishing a portion of the service, facilities or equipment associated with the service or for damages caused by services, facilities or equipment furnished by such entity.
13. The Company shall not be liable for and shall be indemnified and held harmless by any subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user, or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to cooperate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.
14. The Company shall be entitled to take, and shall have no liability whatsoever for, any action as deemed necessary or appropriate by the Company to bring the services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency, and customer shall cooperate fully with Company and take all actions as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.

2. GENERAL

E. Liability (Cont'd)

15. Inclusion of early termination liability by Qwest in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by Qwest is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
16. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
17. When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

F. Use of Service

1. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.
2. Service furnished by the Company may be used for one or more of the following:
 - a. for the transmission of communications by the customer;
 - b. for the transmission of communications by an authorized user as defined herein;
or
 - c. for the transmission of communications to or from a customer of another common carrier, which has subscribed to the Company's communications services.
3. The customer shall not use nor permit others to use the service in a manner that could impede or interfere with the services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations.
4. No person, firm, corporation, agency, customer, authorized user or other entity shall resell nor permit others to resell carrier's services without the prior written consent of the Company.

Issued: March 31, 2008

Effective: April 1, 2008

Issued by: Jeffrey P. Wirtzfeld
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Denver, CO 80202

2. GENERAL

F. Use of Service (Cont'd)

5. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
6. The subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to end users. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not Collect, Bill to Third Party, Calling Card, Person-to-Person, or Credit Card calls.
7. The subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the subscriber, users, or others, by improper use of the services, or by use of equipment provided by the subscriber, users, or others.
8. The subscriber must pay for the loss through theft of any Company equipment installed at subscriber's premises.
9. The subscriber shall place tent cards, phone stickers or other printed documentation furnished by or with the approval of the Company on or in close proximity to all telephones capable of accessing the Company's services and shall take reasonable action to replace any documentation which may be removed, defaced or otherwise rendered unavailable.
10. The subscriber shall not configure its equipment to block or otherwise prevent access by its patrons to locally available interexchange carrier(s) other than the Company unless the appropriate waiver and/or other necessary approval has been obtained from the governing regulatory body.
11. The user is responsible for compliance with the applicable regulations set forth in this Tariff.
12. The user is responsible for establishing its identity as often as necessary during the course of a call.
13. The user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2. GENERAL

G. Billing and Payment for Service

1. The customer is responsible for payment of all charges for services furnished to the customer and/or authorized users, unless the responsibility for such payment has been accepted by the called party, a third party, or a subscriber. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.
2. Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Interest at the rate of one and one-half percent (1.50%) 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.
3. Usage charges are billed after each usage cycle. In the event that the Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of customer's usage of services in the period in question for billing purposes.
4. Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service, those costs will also be charged to the customer.
5. If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the service, the customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse or waive such charges.
6. All stated charges in this Tariff are computed by the Company exclusive of any federal, state, local, use, excise, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc. shall be paid by the customer.

2. GENERAL

G. Billing and Payment for Service (Cont'd)

7. Any objections to billed charges must be promptly reported to the Company. If notice of a dispute of charges is not received by the Company in writing within thirty (30) days after an invoice is rendered, such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicates that such charges are inappropriate. For consideration of any operator service-assisted disputed charge, a user must submit in writing or by telephone to the Company, within 30 days of the date the bill is issued, the call details and the bases for any requested adjustment. The Company will promptly investigate and advise the user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.
8. In the event the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this Tariff, the customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith.
9. When payment for services is made by check or draft and is returned to the Company for any reason, including but not limited to insufficient funds, a returned payment charge may be assessed by the Company for each item returned by the banking institution on which it is written. At its option, the Company may waive the imposition of its insufficient funds charge.

MAXIMUM CHARGE ACTUAL CHARGE

• Returned Payment Charge, per occasion	\$35.00	\$25.00
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10. If a check, draft, or other payment instrument remitted by a customer or authorized user is dishonored more than once during a twelve (12) month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.

2. GENERAL

G. Billing and Payment for Service (Cont'd)

11. In the event that a customer's account becomes delinquent, the Company may require the prepayment of additional months of actual or estimated recurring and/or non-recurring charges for the services ordered hereunder as a condition of the continued provision of all such services. The Company also reserves the right to eliminate or otherwise modify any discounts applicable to any service being supplied to the customer under such circumstances.
12. To safeguard its interests, the Company may require the customer to make an advanced payment before services and facilities are furnished. The amount of the advanced payment will be determined on a case by case basis and will conform to applicable commission regulations. A deposit may be required in addition to an advanced payment. Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to provide a deposit to the Company, pursuant to the provisions in the state rules. The deposit will bear simple interest as required by state laws or regulations. The Company does not require a deposit from the subscriber for Operator Services.
13. The maximum amount of any deposit shall not exceed the equivalent of the customer's estimated liability for two months' service. Upon discontinuance of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
14. Collect, Calling Card, Bill to Third Party, Person-to-Person, and Station-to-Station Calls:
 - a. Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by the Company for its intermediary with the applicable telephone company.
15. Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.
16. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, call number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

2. GENERAL

H. Cancellation of Service by a Customer

A customer may discontinue service, either in part or in its entirety, upon thirty (30) days written notice to the Company, provided that the customer has fulfilled all Minimum Service Period obligations.

I. Cancellation for Cause by the Company

1. The Company may, upon seven (7) days written notice, discontinue the furnishing of service(s) to a customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this Tariff or any applicable laws, rules or regulations, or upon non-payment of any sum owing to the Company.
2. The Company may immediately discontinue the furnishing of service(s) to a customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.
3. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability, if the customer 1) refuses to furnish information regarding the customer's credit-worthiness, its past or current use of common carrier services, or its planned use of service(s); or 2) provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of service(s); or 3) uses the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards.

2. GENERAL

I. Cancellation for Cause by the Company (Cont'd)

4. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability, if the customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this Tariff or by using tricks, schemes, false or invalid account numbers, false credit devices, electronic devices, or any other fraudulent means or devices.
5. The Company may immediately discontinue the furnishing of service(s) to a customer upon written notice, without incurring any liability, if a voluntary or involuntary proceeding is commenced by or against customer in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law; or customer makes an assignment for the benefit of creditors which is not dismissed within 60 calendar days of filing; or customer generally does not pay its debts as they become due or is not able to pay its debts as they become due.
6. The Company may discontinue the furnishing of service(s) to a customer in accordance with the Ohio Administrative Code OAC 4901:1-5-17, without incurring any liability, if customer fails to perform or observe any regulation or obligation set forth under this Tariff and any such failure remains unremedied after receipt of a notice from the Company informing customer of such failure.
7. Discontinuance of service(s) by the Company pursuant to this section shall not relieve the customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owing for facilities and/or service(s) furnished up to the time of discontinuance.
8. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
9. Without incurring liability, the Company may discontinue services with a seven (7) day written notice to a subscriber or may withhold the provision of ordered or contracted services by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing it services.
10. Service may be discontinued by the Company, without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

2. GENERAL

J. Restoration of Service

The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

K. Inspection

The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this Tariff, and with installation, operational, or maintenance specifications of the Company. The Company may interrupt the service at any time, without penalty to the Company, due to a departure from any such requirements.

L. Testing and Adjustments

Upon reasonable notice, the facilities, equipment, and/or services provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

M. Interconnection With Other Carriers

1. Service furnished by the Company may be connected with services or facilities of another participating carrier, authorized user, or joint user. Such interconnection may be made at a Company terminal or entrance facility, at a terminal of another carrier, or at the premises of a customer or an authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.
2. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the customer's expense. Upon written request and acting as his authorized agent, the Company will use its best efforts to make the necessary arrangements for such interconnection.
3. Service furnished by the Company may be interconnected with the facilities or services of another carrier under the terms and conditions of tariffs applicable to such connections. Service may not be arranged for resale by any customer, user, or other entity without the prior written consent of the Company.
4. The customer's use of interconnection facilities shall conform to the regulations, terms, and conditions under which the carrier provides such access. The customer shall bear the ultimate responsibility for all aspects of the local interconnection facility including, but not limited to, ordering, testing, installation, maintenance, use, and payment of such facilities.

2. GENERAL

N. Allowance for Interruptions

Customers may be eligible for an Allowance for Interruptions in service, subject to the following conditions:

1. A service interruption shall be deemed to have commenced upon verifiable notification thereof by customer to the Company, or when indicated by network control information actually known to the Company's personnel, whichever is earlier. Each such interruption shall terminate upon restoration of the affected service, as determined by the Company.
2. An Allowance for Interruption shall be granted only for service interruptions resulting from the unavailability of the circuits arranged by the Company to customer and shall not be granted if the interruption of any service is due to an outage or other defect occurring in the facilities furnished by any other carrier.
3. An interruption period begins when the customer reports to the Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is restored. If the customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted.
4. If the customer elects to use the services of another carrier after any of the above interruptions, or during a period when the customer is unable to place a call using the Company's service(s), the customer shall pay the charges for the alternative service used.
5. For services which are subject to a monthly recurring charge, allowances for interruptions will be determined as follows:
 - a. When service is interrupted for a period of less than two (2) hours, no credit allowance will be given;
 - b. When the service is interrupted for a period of two (2) to twenty-four (24) hours, the amount of the credit allowance shall not exceed one-thirtieth (1/30) of the monthly recurring charge or charges for the circuit; or
 - c. When the service is interrupted for a period over twenty-four (24) hours, the amount of the credit allowance shall not exceed one-thirtieth (1/30) of the monthly recurring charge or charges for the circuit multiplied by the number of twenty-four hour periods during which the service was interrupted.

2. GENERAL

N. Allowance for Interruptions (Cont'd)

6. Allowances for Interruptions shall be included in a subsequent monthly invoice. The amount of the credit allowance shall be determined by the Company and shall in no event not exceed an amount equivalent to the proportionate charge for the period during which the service is interrupted. In no event shall usage charges be eligible for Allowances for Interruptions.
7. Allowances for Interruptions shall be granted upon a customer's request and at the Company's sole discretion. No credit allowances shall be made for:
 - a. Interruptions that are caused by the negligence of the customer or others authorized by the customer to use the customer's service;
 - b. Interruptions that are due to the failure of power, equipment, systems, or services not provided by the Company;
 - c. Interruptions during any period during which the Company or its agents are not afforded access to the premises where access lines associated with the customer's service are located;
 - d. Interruptions during any period when the customer or user has released the service to the Company for maintenance, rearrangement, or the implementation of a customer order;
 - e. Interruptions during any period when the customer or user has refused to release the service for testing or repair;
 - f. Interruptions during any period when the non- completion of calls is due to network busy conditions; or
 - g. Interruptions not promptly reported to the Company.

2. GENERAL

O. Legislative, Regulatory or Judicial Activity

In the event any regulatory agency, legislative body or court of competent jurisdiction declare regulations, or modifies existing ones including, without limitation, regulations (Regulatory Activity) regarding payphone compensation, access charges, and/or universal service, Qwest reserves the right, at any time, to pass through to the customer all or any portion of any charges or surcharges related directly or indirectly to such Regulatory Activity.

P. Special Arrangements

1. The rates and charges quoted in this Tariff contemplate the use of standard arrangements, that is, the arrangement normally used by the Company to provide the type of service involved.
2. For special service arrangements to be provided by this Company, and not specifically covered in this Tariff, including but not limited to services, features, and combinations of services and features not normally offered or combined, monthly rates and the one-time charges, such as installation, nonrecurring and construction charges will apply based on the circumstances in each case.
3. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period longer than one (1) month at the same location.
4. The rates, terms and conditions for these Special Arrangements offerings will be established on an individual case basis.
5. When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges do not apply to the facilities or services continued in use. The Minimum Service Period for the facilities or services continued in use is determined by the date of the initial acceptance thereof.

2. GENERAL

Q. Special Taxes, Fees and Charges

1. All state and local taxes (e.g., sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.
2. Unless otherwise specified, a rate reduction will apply on all calls within the state, originating from a certified hearing or speech impaired customer's residential line. The rate reduction will be the application of a 70% discount over the established long distance rates in effect.
3. The customer must originate and terminate at least eighty percent (80%) of their total usage of services in a tandem owned and operated by a Regional Bell Operating Company (RBOC) and subject to the RBOC's tariffed access charges. Qwest will apply an Independent Telephone Company High Usage Surcharge of \$0.03 per minute of use to the number of minutes by which non-RBOC (originating and terminating) exceeds twenty percent (20%) of the customer's total usage of the services.

R. Customer Rights and Responsibilities

Customer rights and responsibilities can be found in the appendix to Rule 4901:1-5-03 of the Ohio Administrative Code.

6. OPERATOR SERVICES

A. General

The rates and charges set forth are applicable to Qwest's Operator Assisted Service Offerings. The rates are applicable to calls originating and terminating within the state. The total charge for each completed operator assisted call consists of:

1. A one-time fixed operator surcharge that will be added to the first minute of each operator service call, and will be dependent on the type of billing selected (i.e., Person-to-Person).
2. A per minute usage charge that will be added per call, and will be dependent on the duration, distance, and time of day of the call. The usage charge element is specified as duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as full minutes.
3. All other terms and conditions, including applicable discounts (if any), customer eligibility, use/user criteria, and the like, are found in the Qwest FCC Interstate Informational Tariff and the Qwest Rates and Services Schedule.

4. Time of Day

Day	8AM – 5PM[1]	Monday through Friday
Evening	5PM – 11PM[1]	Sunday through Friday
Night/Weekend	11PM – 8AM[1]	Monday through Friday, and all day Saturday
	8AM – 5PM[1]	Sunday

5. Rates are applied in whole unit increments of 60 seconds.

6. OPERATOR SERVICES

A. General (Cont'd)

6. Billing of Calls

- a. Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up. Billing is in one-minute increments, and no customer will be billed for an uncompleted call.
 - (1) Collect Calls - Timing begins when the called party accepts the responsibility for payment.
 - (2) Person-to-Person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
 - (3) All Other Calls - Timing begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer, and if a call exceeds 18 seconds in duration.

7. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia in their NPA-NXX V & H Coordinates Tape and NECA Tariff F.C.C. No. 4.

$$\text{Formula} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

8. Service Offerings

The operator assisted services of the Company consist of the provision of Collect, approved telephone company Calling Card, Credit Card, Bill to Third Party, Station-to-Station, and Person-to-Person call services provided to users pursuant to arrangements established by the Company's subscribers.