

MCI Communications Services, Inc. d/b/a Verizon Business Services  
Washington Price List No. 2

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## SECTION B - RULES AND REGULATIONS

### 3. TERMS AND CONDITIONS (CONT.)

- .06 The customer agrees to operate Company-provided equipment in accordance with instructions of Company or Company's agent. Failure to do so will void Company's liability for interruption of service and may make the customer responsible for damage to equipment pursuant to Section B-3.07 below.
- .07 The customer agrees to return to Company all Company-provided equipment delivered to the customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, normal wear and tear only are excepted. The customer shall reimburse Company, upon demand, for any costs incurred by Company due to the customer's failure to comply with this provision.
- .08 Instate Access Recovery Fee

A monthly service charge of \$1.25 will be applied to Customers subscribed to the Company for long distance services associated with a residential telephone line or billed to a residential account. This charge reflects costs incurred by the Company in providing in-state long distance service over Customer's local exchange provider's network. Customers who spend less than \$1.00 during any monthly billing period will be exempt from this charge.

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### 4. LIABILITY

- .01 Except for granting credit allowances for interruptions of service as provided in Section B-14, Company shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof.
- .02 Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Price List. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof),

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