

CENTURYLINK ELECTRONIC AND ONLINE PAYMENT TERMS AND CONDITIONS

The following terms and conditions apply to electronic and online delivery and presentation of your invoices by CenturyLink and the electronic and online methods you use to pay such invoices to CenturyLink, including the following CenturyLink services: MyAccount, AutoPay, eBilling, Quick Bill Pay, and payments you make through interactive voice response systems or through websites associated with or linked from <http://www.centurylink.com> (collectively, "Payment Services"). Payment Services are subject to these terms and conditions, and additional CenturyLink policies described below (collectively, this "Agreement"). In this Agreement, the terms "we" or "us" or "our" refer to CenturyLink, and the terms "you" or "your" refer to you, the Payment Services user. The term "CenturyLink" is the tradename used to refer to the affiliates of Lumen Technologies, Inc. (formerly CenturyLink, Inc.) that provide the Payment Services. Neither Lumen Technologies, Inc., nor CenturyLink, Inc., provide Payment Services.

Your enrollment in, use of, or access of Payment Services constitutes your acceptance of this Agreement, and you represent that you are of legal age to enter into this Agreement and are bound by it. You should read this Agreement in its entirety, but even if you choose not to read it, its disclosures, terms and conditions will be legally binding upon you. If you do not accept this Agreement, do not use Payment Services.

CenturyLink products, services, equipment, third-party-provided products and services, software, and any other services (collectively, "CenturyLink Products") are provided to you subject to separate, specific terms and conditions for each CenturyLink Product, which govern in the event of any inconsistency with this Agreement.

BELOW ARE IMPORTANT PROVISIONS IN THIS AGREEMENT THAT AFFECT YOUR RIGHTS UNDER CERTAIN CIRCUMSTANCES:

- **SECTIONS 10 AND 11 CONTAIN LIMITATIONS ON CENTURYLINK'S LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM CENTURYLINK FOR ISSUES YOU MAY ENCOUNTER WITH YOUR SERVICE, EQUIPMENT AND/OR SOFTWARE.**
- **SECTION 13 CONTAINS MANDATORY DISPUTE RESOLUTION PROCEDURES. THESE PROCEDURES LIMIT THE AMOUNT OF TIME YOU HAVE TO RAISE ANY DISPUTE WITH CENTURYLINK OR FILE ANY LAWSUIT AGAINST CENTURYLINK AND CONTAIN PRE-LAWSUIT DISPUTE RESOLUTION REQUIREMENTS THAT MUST BE MET BEFORE FILING ANY LEGAL ACTION. THESE PROCEDURES ALSO REQUIRE THAT ANY LAWSUIT OR CLAIM BE PURSUED ONLY ON AN INDIVIDUAL BASIS, NOT AS A CLASS OR COLLECTIVE ACTION, AND BE RESOLVED BY A JUDGE, NOT BY A JURY.**

CENTURYLINK STRONGLY ENCOURAGES YOU TO READ YOUR BILL EACH MONTH.

- All CenturyLink Products are provided to you at the amounts shown on your CenturyLink bill. If you have any question about your bill or any charge on your bill, please contact CenturyLink by calling the CenturyLink phone number on your bill or through these websites: [Residential Customer Service](#) (Consumer/Residential accounts) or [Small Business Customer Service](#) (Small Business accounts). CenturyLink will work with you to make sure you understand every aspect of your bill and try to resolve any issue or dispute you might have.
- CenturyLink may include important messages related to your CenturyLink Products or changes to the agreements between you and CenturyLink in the body of the invoice or as an attachment, link, or insert with your invoice. It is your responsibility to read and understand these messages.

CenturyLink does not guarantee Payment Services and strongly encourages you to take steps to prevent losses from issues you may encounter with your Payment Services. If you do not receive an electronic notification of your monthly invoice or are otherwise unable to view your invoice electronically or online for any reason, you are still required to make your payment on time. In such situations, you are responsible for obtaining your account balance by contacting CenturyLink customer service.

1. Invoice Charges.

- A. **General.** CenturyLink bills you for CenturyLink Products on a monthly basis. The method by which we assess such charges to you and your obligation to pay all such charges are described in the applicable terms and conditions for your CenturyLink Products (each, a "CenturyLink Product Agreement"). Certain CenturyLink offers or promotions may require you to enroll in specified Payment Services as a condition to receiving such offer or promotion. Your failure to enroll or maintain enrollment in the required Payment Services may affect the amounts at which CenturyLink provides you CenturyLink Products. Payments you make using Payment Services on CenturyLink-designated websites provided to you (each, a "Payment Website") are processed within one business day, to the extent possible. All payments must be made in U.S. currency. CenturyLink also reserves the right to terminate access to Payment Services for any account at any time.
- B. **Late Payments, Insufficient Funds, and Collections.** Your payment due date will be listed on your CenturyLink invoice. For each month in which any portion of your charges are not paid by the due date on your invoice, we may charge you a late payment fee or interest on those unpaid balances equal to the maximum amount or interest rate, respectively, allowed by law. CenturyLink may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Additionally, you may be subject to suspension of CenturyLink Products or account termination at CenturyLink's discretion. You will be informed of such action if required by law. If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse CenturyLink for all expenses we incur to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys' fees.
- C. **Restricted Funds.** You will not pay for CenturyLink Products with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an Amendment to this Agreement.

2. **Partial Payment.** Partial payments are acceptable, however our acceptance of such payments are not to be construed as an acceptable payment arrangement that automatically extends your CenturyLink Product beyond the normal disconnect date. Our acceptance of late or partial payments (even those marked, "PAID IN FULL") and late payment charges will not constitute a waiver of any of our rights to collect the full amount due under this Agreement or the CenturyLink Product Agreement. If you are unable to pay an invoice in full prior to the due date, please contact CenturyLink customer service before the due date.

3. **Questions or Disputes about Your Invoice or Charges.** If you have any questions about your invoice or dispute a charge on your invoice, please contact CenturyLink customer service before the due date at the phone number on your bill or through these websites: [Residential Customer Service](#) (Consumer/Residential accounts) or [Small Business Customer Service](#) (Small Business accounts). The charges will continue unless you inform CenturyLink promptly of any dispute and it determines that any charges were incorrect. IF YOU ARE UNABLE TO RESOLVE YOUR DISPUTE AFTER CONTACTING CENTURYLINK CUSTOMER SERVICE YOU MUST FOLLOW THE DISPUTE RESOLUTION PROCEDURES DESCRIBED IN SECTION 13 OF THIS AGREEMENT.

4. **Invoice Notification.** You may view and pay your invoices from CenturyLink through Payment Services. Certain Payment Services send an email notification to you each month when your new invoice is available for review. However, if you are unable to view your invoice electronically or online for any reason, you are still required to make your payment on time. In such situations, you are responsible for obtaining an invoice copy and/or account balance by contacting CenturyLink customer service. To use or enroll in a Payment Service, you must provide us with your email address for the receipt of notices. You agree to keep your email address updated and understand it is your responsibility to provide any changes or updates to your email address to CenturyLink.

5. **Effects on Paper Invoices.** To the extent permitted by applicable law, CenturyLink reserves the right to cease providing you a paper invoice via U.S. postal service once you elect to use or enroll in a Payment

Service on a recurring basis. In such instances, you will no longer receive a paper invoice from CenturyLink. CenturyLink also reserves the right to assess additional charges to you if you are enrolled in a Payment Service but request CenturyLink to provide you with a paper invoice on either a one-time or continuing basis.

6. **Payment Information.**

- A. Payment Services. For your convenience, you may elect to have CenturyLink retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card/charge card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with CenturyLink that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask CenturyLink to retain for you. You agree CenturyLink will not be responsible for any transactions rejected due to erroneous or outdated payment information. Additional fees may be assessed to you when using Payment Services, and you agree to pay all such fees.
- B. Another Company or Financial Institution. If you arrange for payment using Payment Services through another company or financial institution, you will be subject to that company's terms and conditions and you agree that you are responsible for any charges you may incur from the financial institution in order to make such online payments and that CenturyLink will not be responsible or liable for any loss or damage caused or created by that company. In the event that any amount on a third party site does not match the same amount presented at the CenturyLink Website or on your printed CenturyLink invoice, CenturyLink's listed amount is deemed to be the accurate amount. In the event the amount listed at the CenturyLink Website and on your printed CenturyLink invoice do not agree, the printed CenturyLink invoice should be considered the correct invoice and should be used to determine the amount to be paid.
- C. Credit Card Policies. Regarding payments made by credit card, CenturyLink reserves the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide CenturyLink your credit card information, you authorize CenturyLink to automatically charge your provided credit card for all charges on your account, and CenturyLink will automatically charge your credit card for all such charges on the applicable billing due date shown on your billing statement. No chargebacks are available or permitted. If CenturyLink is unable to charge your provided credit card for any reason, CenturyLink retains the right to assess additional charges up to the maximum amount or rate allowed by law, including late payment fees and interest charges, on the amount due until that amount is paid and, as a result, you may be subject to suspension of your CenturyLink Product or termination of your CenturyLink Product or account, in our sole discretion.

7. **Account Information; Account Security; Authorized Users.**

- A. Some Payment Services require you to pay by credit card. If you elect to pay by credit card, you are responsible for directly updating or notifying CenturyLink of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.
- B. You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers. You are solely and fully responsible and liable for all activities that occur under your CenturyLink account, password, user ID, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. You agree to immediately notify CenturyLink if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure or use of your CenturyLink account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to CenturyLink by contacting our customer service. You also agree to periodically change your passwords.

C. You authorize CenturyLink to provide information about and to make changes to your CenturyLink account, including changes within Payment Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access Payment Services on your behalf, such as through the Internet. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take adequate security precautions to safeguard your data.

8. **Applicable Policies; Website, Acceptable Use and Privacy.** You agree to comply with applicable CenturyLink policies, including the CenturyLink Website User Agreement, CenturyLink Acceptable Use Policy, and CenturyLink Privacy Notice, all as posted to <http://www.centurylink.com/Pages/AboutUs/Legal> (or successor URL) and incorporated by this reference, when you use Payment Services. If you do not agree with the terms of any of these policies, do not use Payment Services.

CenturyLink may, but is not obligated to, monitor the Payment Services for various purposes, and CenturyLink and its third-party vendors may access and use information regarding performance of Payment Services to perform maintenance, support, and other service-quality activities.

Payment Services will not be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using Services in a way that: (1) interferes with CenturyLink's ability to provide CenturyLink Products or Payment Services to CenturyLink customers, (2) avoids your obligation to pay for CenturyLink Products, (3) constitutes a criminal offense, (4) gives rise to a civil liability, or (5) otherwise violates any laws.

9. **Assignment by CenturyLink.** CenturyLink may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If CenturyLink does that, CenturyLink has no further obligations to you.

10. **Disclaimer of Warranties.** ALL INVOICE AND PAYMENT-RELATED CONTENT, PAYMENT SERVICES, AND ALL RELATED INFORMATION AND SUPPORTING SYSTEMS ARE MADE AVAILABLE TO YOU "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE." CENTURYLINK PROVIDES THE CONTENT, SERVICES, AND SYSTEMS WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE, AND CENTURYLINK DISCLAIMS ANY SUCH WARRANTIES. CENTURYLINK DOES NOT WARRANT THAT PAYMENT SERVICES OR ANY OF ITS WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THIS AGREEMENT OR CREATE ANY WARRANTY.

- 11 **Limitations of Liability.** THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 APPLY REGARDLESS OF THE CAUSE OR LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE), EXCEPT AS TO A PARTY WHOSE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE CAUSED YOUR DAMAGES OR LOSSES. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, THE LIMITATION(S) NOT PERMITTED SHALL BE REDUCED OR MODIFIED TO THE MAXIMUM LIMITATION ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION ALSO ARE SUBJECT TO SECTION 13(B)(2).

A. PAYMENT SERVICES UTILIZE, IN WHOLE OR IN PART, OTHER PROVIDERS AND THE PUBLIC INTERNET AND NETWORKS TO TRANSMIT INVOICE INFORMATION AND YOUR ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE AND UNDERSTAND THAT CENTURYLINK CANNOT GUARANTEE THAT PAYMENT SERVICES ARE COMPLETELY SECURE. THERE IS A RISK THAT THIRD PARTIES MAY ATTEMPT TO ACCESS PAYMENT SERVICES ON YOUR BEHALF OR ATTEMPT TO OBTAIN INFORMATION AND DATA RELATED TO PAYMENT SERVICES, INCLUDING ACCOUNT AND PAYMENT INFORMATION. YOU

ACKNOWLEDGE THIS RISK AS INHERENT TO THE NATURE OF THE PAYMENT SERVICES AND YOU AGREE TO TAKE ADEQUATE SECURITY PRECAUTIONS TO SAFEGUARD YOUR INFORMATION AND DATA.

- B. CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS OR OMISSIONS OF YOU, OTHER PROVIDERS, OR THIRD PARTIES IN CONNECTION WITH PAYMENT SERVICES. EXAMPLES OF THE FOREGOING LIMITATION INCLUDE THAT CENTURYLINK HAS NO LIABILITY IF: (A) YOU PROVIDE INCORRECT OR ERRONEOUS ACCOUNT OR PAYMENT INFORMATION; (B) YOU FAIL TO UPDATE YOUR ACCOUNT OR PAYMENT INFORMATION; (C) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWS THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (D) CENTURYLINK IS PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (E) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (F) ANY PART OF THE ELECTRONIC FUNDS TRANSFER SYSTEM OR CREDIT CARD/DEBIT CARD PROCESSING SYSTEM IS NOT WORKING PROPERLY AT ANY TIME, INCLUDING WHEN YOU ARE ATTEMPTING TO USE PAYMENT SERVICES TO PAY YOUR INVOICE; OR (G) THERE ARE ANY DELAYS OR FAILURES IN PERFORMANCE OF PAYMENT SERVICES OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND CENTURYLINK'S REASONABLE CONTROL.
- C. CENTURYLINK DOES NOT GUARANTEE THAT PAYMENT SERVICES WILL BE AVAILABLE AT ALL TIMES OR WITHOUT DELAY; YOU REMAIN RESPONSIBLE FOR PAYING YOUR BILL REGARDLESS OF THE AVAILABILITY OF PAYMENT SERVICES. If you are unable to view or pay your invoice electronically or online for any reason, contact CenturyLink Customer service by calling the phone number on your bill or through these websites: [Residential Customer Service](#) (Consumer/Residential accounts) or [Small Business Customer Service](#) (Small Business accounts).
- D. THE LIABILITY OF CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS IS FURTHER LIMITED AS FOLLOWS:
1. FOR CLAIMS RELATED TO DAMAGES OR LOSSES TO REAL OR PERSONAL PROPERTY, PERSONAL INJURY, AND WRONGFUL DEATH, CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER;
 2. FOR CLAIMS RELATED TO ANY LOSS OR LACK OF PRIVACY AS TO, USE OR MISUSE OF, THEFT OF, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, INFORMATION, OR DATA, INCLUDING ANY ACCOUNT OR PAYMENT INFORMATION, CENTURYLINK, , ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER; AND
 3. FOR ALL OTHER CLAIMS, INCLUDING CLAIMS RELATING TO OR ARISING OUT OF THE SALE OF THE CENTURYLINK PRODUCTS AND CENTURYLINK'S BILLING FOR THE CENTURYLINK PRODUCTS, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO CENTURYLINK IN THE SIX MONTHS PRIOR TO NOTIFYING CENTURYLINK OF YOUR DISPUTE. IF YOU GIVE NOTICE OF A DISPUTE AFTER TERMINATING SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO CENTURYLINK DURING THE LAST SIX MONTHS BEFORE TERMINATING SERVICE.
 4. REGARDLESS OF WHETHER CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, DIMINUTION IN VALUE, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CENTURYLINK PRODUCTS.

E. CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER IF SUCH DELAY OR FAILURE IS CAUSED BY A FORCE MAJEURE EVENT OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.

12. Indemnification. You agree to indemnify, defend and hold harmless CenturyLink and its affiliates, contractors, officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers from and against all claims, demands, actions, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise from: (1) any violation of this Agreement or applicable law by you; (2) any violation of any rights of a third party by you; and (3) any information or content that you submit, post, transmit, or make available to CenturyLink, including information provided to CenturyLink through Payment Services.

13. Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS (AS OPPOSED TO ON A CLASS, REPRESENTATIVE, MASS, COLLECTIVE, CONSOLIDATED, OR COORDINATED BASIS), THROUGH PRE-SUIT DISPUTE RESOLUTION, AND IF APPROPRIATE, BY COURT ACTIONS DECIDED BY A JUDGE (NOT BY A JURY). IT LIMITS YOUR TIME TO NOTIFY CENTURYLINK OF A DISPUTE AND LIMITS YOUR TIME TO FILE ANY CLAIM, DISPUTE, ACTION, OR LAWSUIT. THIS SECTION GOVERNS ALL DISPUTES, CLAIMS, ACTIONS, OR LAWSUITS BETWEEN YOU AND CENTURYLINK ARISING OUT OF OR RELATING TO THIS AGREEMENT AND CENTURYLINK PRODUCTS, REGARDLESS OF THE LEGAL THEORY.

A. Pre-filing Requirements. Before filing or commencing any lawsuit, claim, or action in any court, you must first present any claim or dispute to CenturyLink in writing in a manner reasonably sufficient to allow CenturyLink a fair and adequate opportunity to resolve the dispute without litigation ("Notice of Claim"). Any Notice of Claim should be emailed to legalaffairs@lumen.com or mailed to Lumen Technologies, Attn: Litigation Department, 931 14th Street, Suite 900, Denver, CO 80202.

THESE PRE-FILING REQUIREMENTS ARE MATERIAL TERMS OF THIS AGREEMENT PROVIDING YOU AND CENTURYLINK WITH SUBSTANTIVE, NOT MERELY PROCEDURAL, RIGHTS. YOUR FAILURE TO ABIDE BY THEM MAY BE GROUNDS FOR DISMISSAL OF ANY LAWSUIT.

1. *Notice of Claim Must Be on an Individual Basis.* Your Notice of Claim must be on your own individual behalf and shall not be made on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that any Notice of Claim must be on an individual basis, it is a violation of this agreement for two or more claimants to include claims in a single Notice of Claim or attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same CenturyLink account.
2. *Fair and Adequate Opportunity to Resolve the Dispute.*
 - a. CenturyLink commits to work with you in good faith to resolve any disputes you may have. For your individual Notice of Claim to provide CenturyLink a fair and adequate opportunity to resolve the dispute without litigation, your Notice of Claim must include:
 - (1) the CenturyLink account number(s) for the account(s) related to the claim or dispute;
 - (2) a reasonable description of the facts underlying the claim or dispute, including relevant dates when you experienced billing, service, equipment, software, or other issues;
 - (3) an estimate of your money damages and how those damages were calculated;
 - (4) a description of any relief sought other than money damages; and

- (5) supporting documentation, including copies of your bills supporting any billing dispute.

In addition to the information provided in your Notice of Claim, you also agree to respond within a reasonable time to any request from CenturyLink for additional information to support or clarify your claim or dispute.

- b. If your individual Notice of Claim includes any claim based on any alleged false statement, fraud, deception, or misrepresentation, then your individual Notice of Claim also must identify:
 - (1) the content of any alleged false or misleading statement or advertisement;
 - (2) the approximate date(s) on which you received, heard, or read that statement or advertisement;
 - (3) how you received that statement or advertisement; and
 - (4) if the alleged false or misleading statement was made by a particular person, that person's name or affiliation with CenturyLink (e.g., CenturyLink employee, CenturyLink-authorized service technician, or contractor).
 - c. Using information you provide pursuant to Sections 13(A)(2)(a) and (b), CenturyLink will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute. CenturyLink will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections 13(A)(2)(a) and (b), CenturyLink is not obligated to search its records.
3. **60-Day Pre-Filing Period.** If you and CenturyLink are unable to resolve your claim or dispute within 60 days after CenturyLink receives your Notice of Claim that meets the requirements of sections 13(A)(1) and 13(A)(2) ("60-Day Pre-Filing Period"), you may file a court action consistent with these Dispute Resolution Terms. If your Notice of Claim is deficient, incomplete, or defective because it is not made on an individual basis, as set forth in section 13(A)(1), or because it does not include the information required by section 13(A)(2), then the 60-Day Pre-Filing Period will not begin until the first date on which CenturyLink has received information correcting those deficiencies or defects. Further, if your Notice of Claim otherwise meets the requirements of sections 13(A)(1) and 13(A)(2), but you fail to respond to a reasonable request from CenturyLink for missing or additional information about your claim or dispute, then the 60-Day Pre-Filing Period will pause and not begin again until you provide the requested missing or supporting information.
 4. **Pre-Filing Tolling Period.** Any deadline to file a lawsuit will be extended up to a maximum of 60 consecutive days after CenturyLink receives your Notice of Claim ("Pre-Filing Tolling Period"). If you fail to respond to a reasonable request from CenturyLink for missing or additional information, then the Pre-Filing Tolling Period will end 14 consecutive days after the date of CenturyLink's request.

B. Waiver of any right to proceed on a class, representative, mass, collective, consolidated, or coordinated basis. By this Agreement, both you and CenturyLink waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis.

1. **Examples of Class, Representative, Mass, Collective, Consolidated, or Coordinated Bases.** Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this agreement for two or more claimants to (1) include claims in a single Notice of Claim; (2) pursue their claims in a single court action; or (3) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same CenturyLink account.
2. **Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.** As consideration for the Waiver of Any Right

to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis in this Section 13(B), CenturyLink agrees that:

- a. CenturyLink will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;
- b. If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds CenturyLink's highest offer of settlement during the 60-Day Pre-Filing Period, CenturyLink will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;
- c. Nothing in this Agreement, including the limitations on liability in Section 11, will prevent or limit the recovery of statutory remedies;
- d. The damage cap in Section 11(D)(3) is increased so that it will not exceed the total charges you paid to CenturyLink in the twelve months prior to notifying CenturyLink of your dispute. If you give notice of a dispute after terminating service, the damage cap in Section 11(D)(3) is increased so that it will not exceed the charges you paid to CenturyLink during the last twelve months before terminating service; and
- e. CenturyLink will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that CenturyLink retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

Your right to attorneys' fees, costs, and expenses provided by this section 13(B)(2) is not intended to limit your rights to recover these items under applicable law (if any such rights exist). If applicable law entitles you to a greater award to attorneys' fees, costs, and expenses than allowed under section 13(B)(2), you may recover that greater amount. However, you may not recover duplicative awards of attorneys' fees, costs, and expenses under both section 13(B)(2) and applicable law.

3. *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis not severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* If a court deems section 13(B) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action, then section 13(B)(2) (Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) shall also be unenforceable and severed from this agreement.
- C. Waiver of Right to Jury Trial. BOTH YOU AND CENTURYLINK WAIVE THE RIGHT TO A JURY TRIAL ON YOUR INDIVIDUAL CLAIMS.** To the extent court action is appropriate under this Agreement, any trial of your claims and CenturyLink's defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a "bench trial"), except as provided in section 13(D).
- D. Waiver of Jury Trial Not Servable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.** If a court deems section 13(B) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action for any reason, the Waiver of Right to Jury Trial in section 13(C) shall be unenforceable and severed from this agreement.

- E. Limitation on Time to File Any Claim, Dispute, or Lawsuit. YOU MUST NOTIFY CENTURYLINK OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR INVOICE, YOU MUST NOTIFY CENTURYLINK OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR INVOICE. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED INVOICE. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

14. Governing Law. This Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Agreement shall be governed by the law of the state in which you receive the CenturyLink Products that are the subject of the dispute, claim, action or lawsuit.

15. Changes to this Agreement. To the extent allowed under applicable law, CenturyLink may:

- A. Effective upon posting to <https://www.centurylink.com/aboutus/legal.html> (or successor URLs), or upon any written notice to you, including e-mail and messages on or with your invoice, change this Agreement in a way that does not directly result in a material and adverse economic impact to you. Please regularly check the website, your bill, and your email for any changes.
- B. Effective upon 30 days written notice to you, including email and messages on or with your invoice: (i) change this Agreement in a way that directly results in a material and adverse economic impact to you, (ii) stop offering Payment Services, and/or (iii) change the Dispute Resolution provision (Section 13). CenturyLink may reduce the foregoing notice period if such increase is based upon Regulatory Activity.

Your continued use of Payment Services after the applicable notice period constitutes acceptance of any changes. If you later conclude you no longer agree to the terms of Payment Services, you must immediately stop using Payment Services. Any changes you make or other terms you add to this Agreement, or propose in any other documents, written or electronic, are void.

16. Notices. Except as otherwise provided herein, all required notices to CenturyLink must be in writing and sent to 931 14th Street, 9th Floor, Denver, CO 80202; Attn.: Legal Department. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, bill message, bill insert, postcard, letter, call to your billing telephone number, or e-mail to an address you provided either at the time you ordered your services from CenturyLink, when you use Payment Services, or at a later time. You agree to provide CenturyLink with any and every change to your e-mail address by contacting CenturyLink via the methods described on the following websites: Residential Customer Service (Consumer/Residential accounts) or Small Business Customer Service, (Small Business accounts). If you fail to provide updated e-mail address information to CenturyLink, you agree that any notices sent to the e-mail address you provided will be deemed to have been received by you.

Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when sent electronically to the email address you provided.

17. General. This Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, contains the entire agreement between CenturyLink and you related to the Payment Services, and any other written or oral statements do not change this Agreement. If any term or provision of this Agreement is found to be unenforceable, illegal, or invalid, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. If either you or CenturyLink fails to enforce or waives any requirement under this Agreement that does not waive that party's right to later enforce that requirement in the future. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner

toward any CenturyLink employee, vendor, contractor, or agent at any time. CenturyLink reserves the right to terminate your CenturyLink Products without notice in the event of such behavior.