

CenturyLink Local Terms of Service For Residential Telecommunication Services Standard Terms and Conditions

1. GENERAL

1.1 Application. These standard terms and conditions and all applicable CenturyLink Service Terms, described below (collectively, “Agreement”), will govern your use of Services that are provided by the applicable CenturyLink local operating company serving your location and any affiliate of CenturyLink, to the extent such an affiliate provides a Service to you (collectively, “CenturyLink”). This Agreement is effective for customers already subscribing to Services, or is effective on the date customers subscribe to Services (“Effective Date”). Prior to the Effective Date, the then-existing CenturyLink tariffs govern the Services. This Agreement supersedes any previous agreement or terms related to the Services. These standard terms and conditions contain general provisions that apply to Services. Applicable CenturyLink Service Terms contain Service-specific information for your service location, and are posted to <http://www.centurylink.com/tariffs> (“Website”).

Your subscription to, use of, or payment for Services constitutes your acceptance of this Agreement. Contact CenturyLink at the toll free number listed on your invoice, a welcome package, or listed at <http://www.centurylink.com> immediately to cancel Services if you do not agree to any part of this Agreement. If you cancel Services, you will be responsible for all usage charges, the pro-rata portion of all monthly recurring charges incurred prior to cancellation, and any applicable early termination fees. **You should carefully read all terms in this Agreement, including the Mandatory Arbitration of Disputes provision.**

1.2 Definitions.

- A. “CenturyLink,” “Company,” “we,” “our,” and “us” means the CenturyLink local operating company in your location providing the Services, and any affiliate of CenturyLink to the extent such affiliate provides Services to you under this Agreement.
- B. “CenturyLink Service Terms” means the Service-specific descriptions, charges, or other terms and conditions applicable to Services in your location in addition to the terms described here, incorporated by reference into the Agreement as posted to the Website, or listed in a welcome package. In the event of conflict between the terms and conditions of this document and the applicable CenturyLink Service Terms for your service location, the terms and conditions of this document govern. **You agree that it is impractical to list in this document all of the Service descriptions, charges, and other terms applicable to the Services and that providing this information on the Website is a reasonable method of providing you with notice of those terms.**
- C. “Service” means retail, local telecommunications service offered by CenturyLink to residential customers, including when such service is part of a package of services. Service does not include lifeline or similar services, high-speed Internet service and Internet-related services, and video or television services.

1.3 Changes to this Agreement. CenturyLink reserves the right to change the terms and prices of the Services at any time, including this Agreement and the applicable CenturyLink Service Terms. You will be provided written notice of pricing increases and material changes to the terms and conditions in this Agreement as described in this section and elsewhere in this Agreement, which may include bill messages, bill inserts, separate mailings to you, email notification, recorded announcement, posting on the Website, or any other reasonable method of notice at our sole discretion. We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation, but we may post such changes to the Agreement or applicable CenturyLink Service Terms at the Website. The change will become effective on the date described in the notice. We will not provide notice to you regarding price decreases or the expiration of

promotional pricing, offers, and terms. Your continued use of the Services after any of these changes constitutes your acceptance of any such changes in prices, terms, or conditions, and the revised Agreement or applicable CenturyLink Service Terms. Your sole remedy for any changes made by us is your right to cancel the affected Service or terminate this Agreement.

2. SERVICE USAGE

- 2.1 Acceptance.** In its sole discretion, CenturyLink may accept or reject your order for Services for any reason. Before activation of any Service, CenturyLink may check your credit, verify your identity, charge a deposit, prepayment or other fee to establish or maintain Services, or require that you execute any authorizations and verifications it deems necessary. You must have and maintain satisfactory credit to receive and continue to receive Services.
- 2.2 Use of Services.** You agree: (A) to ensure compliance with this Agreement by anyone whom you authorize to use the Services, including any specific terms associated with the use of your Services; (B) to use the Services only for residential purposes, not business purposes; (C) to pay all charges for Services provided under this Agreement including, but not limited to, unauthorized charges incurred on calls placed from your residence; (D) to ensure that your actions and equipment do not directly or indirectly interfere with CenturyLink's ability to provide Services to others, or the quality of such Services; (E) to comply with all applicable laws and regulations when using Services and that you will not use Services in an unlawful, fraudulent, destructive, or abusive manner, or allow others to do so, (F) not to use Services in such a manner that causes interference with CenturyLink's or another's use of CenturyLink's network, and (G) that, **in our sole discretion and without liability to you, CenturyLink may place restrictions on the use of Services, and immediately (even during a call) disrupt, suspend, or terminate Services without notice for violations, suspected violations, or to prevent violations of these terms.**
- 2.3 Acceptable Use Policy.** You will conform to the CenturyLink acceptable use policy, posted at <http://www.centurylink.com>.
- 2.4 Failure to Comply.** If you fail to comply with any provision of this Section 2, you release CenturyLink from all liabilities or obligations in connection with the affected Service, and you will indemnify CenturyLink for all costs or damages that CenturyLink incurs as a result of your noncompliance as described in Section 6.

3. CHARGES AND PAYMENT

- 3.1 Charges.** CenturyLink will bill you for Services on a monthly basis based on the prices and charges listed in the applicable CenturyLink Service Terms or applicable Service price lists, posted to the Website, presented to you at the point of sale, listed in a welcome package, or listed in any written information sent to you by CenturyLink. You agree to pay these charges and also, if applicable, any connection charges, usage charges, monthly fees, monthly minimums, other fees, surcharges, taxes and federal, state and local government or quasi-government imposed or permitted charges, including, but not limited to, charges related to E-911, state and federal Universal Service, Telephone Relay Service, payphone providers, Interexchange Carrier Charges and Federal Subscriber Line Charge. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you. CenturyLink may impose additional fees, charges, or surcharges to recover amounts that relate to costs or expenses incurred by CenturyLink in providing Services to you or that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. You agree to pay all taxes, surcharges, assessments, and other fees that are related to the Services and included on your invoice or bill, unless you are exempt from these payments and can provide documentary evidence of such exemption to CenturyLink.

- 3.2 Billing.** Monthly recurring charges (“MRCs”) for Service begin accruing when the Service is available for your use. You may be invoiced a prorated portion of any MRCs in the initial month of service. MRCs may be billed in arrears or in advance, depending on the Service, while monthly usage charges are generally billed in arrears. If your monthly charges net to \$0, you may not be mailed a paper invoice. Invoice information will remain available in your account information located at <http://www.centurylink.com> or by calling us at the CenturyLink customer service number listed on your invoice, and an additional fee may be charged for invoice reprints.
- 3.3 Payment; Late Fees; Additional Fees.** You must pay all charges applicable to your Services, including all applicable taxes, fees, and surcharges, in U.S. currency by the due date on the invoice, which may be up to 30 days from the date of the invoice. Your payments to CenturyLink must be in the form specified by CenturyLink, which may include electronic fund transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. For each month in which any portion of Service charges are not paid by the due date listed on your bill, CenturyLink may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. Depending on the state where Company provides Services to you, the late fee is a combination of a flat amount (up to \$15.00 per month), and a fixed percentage on the total, unpaid amount of your bill (up to 5% per month in all states). If Company uses a collection agency or initiates any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees. 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. CenturyLink's acceptance of late or partial payment (even those marked, “PAID IN FULL”) and late payment charges will not constitute waiver of any of our rights to collect the full amount due under this Agreement.
- 3.4 Disputed Charges.** Except as otherwise provided by applicable law, disputes concerning any charges invoiced must be properly raised within the payment period described in Section 3.3 above. You accept all charges not properly disputed within this payment period. CenturyLink and its customers waive all rights of subrogation against each other in connection with Services. You must cooperate with CenturyLink to promptly resolve any disputed charge. To properly dispute a charge on your invoice, you must follow the procedures in Section 7 of this Agreement.
- 3.5 Credit Check; Deposits; Credit Limits.** Our provision of Service to you is subject to our approval of your credit. You give CenturyLink permission to check and verify your credit as needed in CenturyLink's sole discretion. If we determine you are a credit risk at any time during your Service period with CenturyLink, we may require that you submit a deposit or make an advance payment to us in a reasonable amount that we determine. If you fail to pay for Services when due, we may, without providing notice to you, apply your deposit or advance payment to the amount owed. If you refuse to make a deposit or advance payment or otherwise establish credit as provided by applicable state law, we reserve the right to refuse to provide you Service. As we determine in our sole discretion and to the extent permitted by applicable law, we may set a credit limit on your account at any time. We may restrict the Services to which you have access if you exceed this credit limit. This restriction, if applicable, will not affect your access to, or use of, 911 emergency services.

4. TERMINATION OF SERVICE

- 4.1 Termination of Service By You.** You may cancel Service at any time by placing a disconnection notice with us by calling the toll free number on your bill. Your continued subscription to, use of, or payment for Service will continue this Agreement for those Service. It is your responsibility to contact us to cancel a Service. If you cancel a Service prior to the completed installation of that Service, but after transmission of your order, you agree to pay all reasonable costs incurred by us in implementation of the Service, as if the implementation of the order had been completed.

- 4.2. Termination or Suspension of Service By CenturyLink.** To the extent permitted by applicable law or regulation, CenturyLink may terminate or suspend your Services with or without appropriate notice, depending on the circumstances, for any permissible reason, including nonpayment of amounts owed to CenturyLink such as MRCs, late payment fees, or disputed amounts that CenturyLink determines were validly invoiced, and your violation of any limitation listed in Section 2 of this Agreement.
- 4.3. Termination and Payment; Early Termination Fee.** It may take up to 30 days to disconnect your Services. Regardless of the reason for disconnection, you must pay all charges incurred until CenturyLink's disconnection of your Service. You will be charged the full MRC for your Services for the month in which your Services terminate. Promotional credits or discounts may not be provided on your final invoice. If you reinstate Services following cancellation or termination, we may require you to pay a deposit or installation or activation fees. A certain offer or Service may require you to maintain such Service for a minimum, required period of time (a "Term Plan") as a requirement to receive the offer or Service. A Term Plan begins on the later of: (A) the date you change your existing Service plan to a Term Plan, or (B) the date the Service is made available to you. At the end of a Term Plan, you may be given the option to select a new Term Plan. If you do not select a new Term Plan, the Service will automatically convert to a month-to-month Service plan at the then-current MRC. If you select a new Term Plan, the terms and conditions of that new Term Plan will apply. If the Service is terminated by you or CenturyLink before you complete your Term Plan, you agree to pay CenturyLink the applicable early termination fee, which may be either an amount equal to the MRCs multiplied by the number of months remaining in the then-current Term Plan, or an amount equal to the discounts on the applicable Service MRCs provided to you by CenturyLink for each month during the Term Plan in which you maintained the Service.
- 4.4 Force Majeure.** CenturyLink will not be responsible for any delay, interruption, or other failure to perform under the Agreement due to acts beyond our control. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond our reasonable control.
- 5. DISCLAIMER OF WARRANTIES.** CENTURYLINK PROVIDES ALL SERVICES "AS IS" AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATED TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CENTURYLINK DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND YOU AGREE TO HOLD CENTURYLINK HARMLESS FOR ALL SUCH PROBLEMS.
- 6. LIMITATION OF LIABILITY**
- 6.1 Direct Damages.** CenturyLink is not liable for any damages arising out of or in connection with any: (A) act or omission by you, or another person or company; (B) provision or failure to provide Services, including deficiencies or problems with any equipment used in connection with the Services, the network or Services (for example, blocked calls, transmission failures, interruptions in Service, etc.); (C) content or information accessed while using our Services, such as through the Internet; (D) interruption or failure in accessing or attempting to access emergency services, including through 911 or otherwise, or (E) errors or omissions in directory listings. IF, FOR ANY REASON, CENTURYLINK IS FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICES OBTAINED THROUGH CENTURYLINK AND IF THIS LIMITATION IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE PRO-RATED MONTHLY RECURRING CHARGES FOR THE AFFECTED SERVICES DURING THE AFFECTED PERIOD.

- 6.2 NO CONSEQUENTIAL OR OTHER DAMAGES.** UNDER NO CIRCUMSTANCES IS CENTURYLINK LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF OPPORTUNITY, OR COST OF REPLACEMENT SERVICES.
- 6.3 Indemnification.** You will indemnify and defend CenturyLink, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all claims, damages, losses, or liabilities, including reasonable attorneys' and experts' fees, arising from or relating to any Service, or any act or omission by you related to any Service or any person you authorize or permit to use any Service, including incorrect or misleading information, libel, slander, invasion of privacy, identity theft, intellectual property infringement, and any defective Service.
- 6.4 Survival.** All provisions of this Section 6 will survive and continue to apply after this Agreement is canceled or terminates.

7. DISPUTE RESOLUTION

- A. Dispute Process.** Most concerns can be resolved quickly and to your satisfaction by contacting our customer service department or through our website. If our customer service department is unable to resolve a complaint you may have to your satisfaction or if CenturyLink has not been able to resolve a dispute it has with you after attempting to do so informally, then we each agree to resolve those disputes through binding arbitration or small claims court, instead of in courts of general jurisdiction.
- B. Mandatory Arbitration of Disputes.** You and CenturyLink agree to arbitrate any and all claims, controversies or disputes of any kind ("Claims") against each other, including but not limited to Claims arising out of or relating to this Agreement, or any CenturyLink services, software, billings, advertisings, or equipment. This agreement to arbitrate is intended to be broadly interpreted and applies to, among others: all Claims regardless of whether they are based in contract, tort, statute, fraud, misrepresentation or any other legal theory; all Claims that arose prior to your receipt of Services from CenturyLink (such as from advertisings) or prior to this Agreement; all Claims that arise after the termination of CenturyLink's Services to you or after the termination of this Agreement; all Claims you may bring against CenturyLink's employees, agents, affiliates or other representatives; and all Claims that CenturyLink may bring against you. The sole exception to this arbitration agreement is that either you or CenturyLink may, in the alternative, bring Claims in a small claims court having valid jurisdiction. You and CenturyLink agree, however, that neither CenturyLink nor you will join any Claim with a claim or claims of any other person(s) or entity(ies), whether in a lawsuit, arbitration, or any other proceeding. You and CenturyLink agree that no Claims will be asserted in any representative capacity on behalf of anyone else, that no Claims will be resolved on a class-wide or collective basis, that no arbitrator or arbitration forum will have jurisdiction to adjudicate or determine any Claims on a class-wide or collective basis, and that no rules for class-wide or collective arbitration will apply.
- (1) Arbitration Procedure. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice" or "Notice of Dispute"). The Notice to CenturyLink should be addressed to: 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department ("Notice Address"). The Notice must: (1) describe the nature and basis of the Claim; and (2) set forth the specific relief sought ("Demand"). If CenturyLink and you do not reach an agreement to resolve the Claim within thirty (30) days after the Notice is received, you or CenturyLink may commence

an arbitration proceeding. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with the American Arbitration Association (“AAA”), the arbitrator will be selected according to the AAA’s procedures and the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and Claims will be resolved pursuant to this Mandatory Arbitration of Disputes provision and the AAA’s rules in effect when the Claim is filed. Claims also may be referred to another arbitration organization if you and CenturyLink agree in writing or to an arbitrator appointed pursuant to section 5 of the FAA. The arbitration will be confidential, but you may notify any government authority of your Claim. At your election, arbitration hearings will take place in the federal judicial district of your Service location.

- (2) Arbitrator’s Authority. The arbitrator is bound by the terms of this Agreement, and the arbitrator’s authority is limited to Claims between you and CenturyLink alone. The arbitrator has no authority to join or consolidate Claims, or adjudicate joined or consolidated Claims, unless you and CenturyLink agree in writing. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the Mandatory Arbitration of Disputes provision are for the court to decide. The arbitrator’s decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction. The arbitrator can award the same damages and relief that a court can award, including the award of declaratory or injunctive relief; provided, however, that any declaratory or injunctive relief may only be in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim.
- (3) Costs of Arbitration. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought the Claim in court. We will be responsible for any additional arbitration fees. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. If the arbitration proceeding is decided in CenturyLink’s favor, you shall reimburse CenturyLink for the fees and costs advanced to you only up to the extent awardable in a judicial proceeding. If the arbitration proceeding is determined in your favor, you will not be required to reimburse CenturyLink for any fees and costs advanced by CenturyLink. If a party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorneys’ fees and costs incurred in that appeal. Notwithstanding anything to the contrary in this Mandatory Arbitration of Disputes provision, CenturyLink will pay all fees and costs that it is required by law to pay.
- (4) Changes. Notwithstanding any provision in this Agreement to the contrary, you agree that if CenturyLink makes any future change to this Dispute Resolution provision (other than a change to the Notice Address listed above) during the period of time that you are receiving Services, you may reject any such change by sending CenturyLink written notice within 30 days of receiving notice of the change. Your rejection notice must be sent to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No changes, however, that are made to this provision after either party has submitted a Notice of Dispute shall be effective as to your and CenturyLink’s pending dispute and/or arbitration.
- (5) Governing Law, Enforcement, and Waivers. The Federal Arbitration Act, and not state law, applies to this Dispute Resolution provision and its provisions and, governs all questions of whether a Claim is subject to arbitration. If any portion of this Dispute Resolution provision is determined to be invalid or unenforceable, the remainder of the provision remains in full force and effect. If for any reason, the above provisions on arbitration are held unenforceable or are found not to apply to a Claim, you and CenturyLink waive the right to a jury trial on your respective Claims, and waive any right

to pursue any Claims on a class or consolidated basis or in a representative capacity. If any party files a judicial or administrative action asserting a Claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

8. MISCELLANEOUS

- 8.1 Notices.** As required under this Agreement, you must provide notice to CenturyLink as described in the applicable sections of this Agreement, or by providing written notice to us at 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department. When we receive notice from you via telephone, such notice will be effective on the date we received your call, as shown by our records. CenturyLink may provide you notice as required under this Agreement in at least one of the following ways, postcard or letter mailed to the most recent address on your account, bill messages, bill inserts, email notification to an address provided by you, recorded announcement, posting on the Website, call to your billed telephone number and speaking to you or leaving a message, or any other reasonable method of notice.
- 8.2 Privacy.** You agree to the terms of our Privacy Policy, posted to <http://www.centurylink.com/Pages/AboutUs/Legal/PrivacyPolicy/>, when you use a Service. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). To ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services.
- 8.3 Installation.** If required, you will provide reasonable cooperation to enable CenturyLink or its agents to install or repair the Services. Customer is responsible for damage to CenturyLink-owned equipment and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. You also may incur additional charges for construction or development required in certain instances where CenturyLink must build or install facilities or incur charges or costs to provide you with Service.
- 8.4 No Waiver of Rights.** 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.
- 8.5 No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 8.6 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 8.7 Assignment.** You may not assign this Agreement to any other person or entity without CenturyLink's prior written approval, but nothing restricts CenturyLink's ability to assign this Agreement.
- 8.8 Governing Law.** This Agreement will be governed by the laws of the state where Services are provided, without regard to its choice of law principle, except for the provisions of Section 7, which are governed by the laws described in that section.
- 8.9 Survivability.** To the extent not specifically described in the Agreement, the terms and conditions of this Agreement that by their sense and context are intended to survive the expiration of this Agreement will survive.

- 8.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.
- 8.11 Conflicts.** If a conflict exists between or among provisions within this Agreement, including all referenced documents and the CenturyLink Service Terms for your state at the Website, specific terms will control over general provisions.
- 8.12 Monitoring.** You understand that it may be possible for unauthorized third parties to monitor data traffic. If you wish to secure your usage in connection with any Services, you have the obligation to obtain, at your own cost, encryption software or other transmission security protections. You assume full responsibility for the establishment of appropriate security measures to control or limit access to your information.
- 8.13 Entire Agreement.** This Agreement, including all referenced documents and the applicable CenturyLink Service Terms at the Website, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. No written or oral statement, advertisement, or Service description not expressly contained or referenced and incorporated into this Agreement will be allowed to contradict, vary, explain, or supplement this Agreement.