## Notice of Catalog Terms/Rate Schedule for CenturyLink® Intrastate Long-Distance Services in Washington

Thank you for selecting CenturyLink as your provider of presubscribed in-state long-distance services ("Services"). This "Notice" describes some of the important terms and conditions that apply to your Services, however, the actual, binding terms and conditions are contained in the rate schedule at <u>centuryLink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html</u> (the "Catalog Terms"). Most Washington libraries provide Internet access and can help you view that Web site. Customers can also view the Catalog Terms at 100 CenturyLink Drive Monroe, LA 71201. The Catalog Terms are a binding, agreed contract between CenturyLink and the person(s) who are designated as the responsible party(s) for the Services on CenturyLink records. The responsible party(s) may be called "customer" or "you" in this Notice.

The Services are offered in conjunction with CenturyLink's complementary state-to-state (and where applicable, international) long-distance service (the "Other LD Services"). The Other LD Services are governed by a separate Service Agreement and Rate and Service Schedule that are available at <u>centurylinkserviceagreements.com</u>. This is a separate contract for Intrastate Services mentioned in that Service Agreement.

Services: The Services include the presubscribed, in-state, long-distance telecommunications services and any related or associated features and functionalities ordered or used by you and described in the Catalog Terms (such as operator services). The Services are not available separate from the Other LD Services. The Services you ordered are identified and described in the fulfillment information sent to you. If there is a separate agreement between you and CenturyLink for the Services, that agreement applies. The Services consist of furnishing transmission facilities, subject to availability; CenturyLink is not liable for errors in transmission or for failure to establish connections.

Rates: The rates and charges for the Services are set out in the Catalog Terms. Those charges along with applicable local and state taxes, any other fees and charges, federal taxes, regulatory assessments, fees and surcharges charges, cost recovery charges such as universal service fees, and other applicable charges and fees will be itemized on the CenturyLink bill to each customer. Measurement of chargeable time and other rate related information is detailed in the Catalog Terms. The charges shown in the Catalog Terms govern, notwithstanding any contrary information provided to a customer during the sale contact.

Relationship/Changes/Cancellation: Before September 1, 2006, the Services were governed by price lists ("Price Lists") filed with the Washington Utilities and Transportation Commission (the "Washington Commission"). The Catalog Terms are virtually the same as the Price Lists that previously governed the Services, and customers may continue to direct complaints about the Services, CenturyLink and the Catalog Terms to the Washington Commission. However, after September 1, 2006, the Catalog Terms, not the Price Lists, apply to and govern the Services and are a binding contract between you and CenturyLink.

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

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

You may cancel any or all Services at any time by contacting CenturyLink Customer Service. Unless otherwise agreed when you place the order for cancellation, it will be effective as of the date you place that order, however, as described in the Catalog Terms, a few Services have a minimum service period (usually a month), and in many cases where a promotional rate or offer has been provided, customers must retain the promoted Services for a minimum period. Any minimum service period/requirement for retention of Services will be described in the fulfillment material provided to you. You may not transfer the Services to another without the consent of CenturyLink.

As more fully described in the Catalog Terms, if you fail to pay for the Services in a timely manner; violate any of the Catalog Terms; fail to provide information regarding creditworthiness, planned use of the Services, past or present use of like-service, or provide false information; use or attempt to use the Services with the intent to avoid payment; and/or use or threaten to use the Services in any manner that may interfere with the service of another or with CenturyLink facilities, CenturyLink may refuse, suspend and disconnect or cancel the Services, with or without notice. Notice will be provided to you if the suspension or disconnection is due to non-payment or a violation of the Catalog Terms that can be corrected by you and that does not pose a threat to any person, property or the provision of other services.

Limited Liability: As more particularly described in the Catalog Terms, CenturyLink is not liable for any failure to perform its obligations due to causes beyond its reasonable control, as determined by CenturyLink. CenturyLink is not liable for any act or omission of the customer or other user or of another company providing a portion of the Services. CenturyLink is not liable for any claim, loss, expense or damage due to, arising or related to any service, facility or transmission of a person or entity furnishing any related, associated or connecting service, facility, or transmission. CenturyLink is not liable for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages due to incorrect or defective transmissions, or any direct or indirect consequence thereof, in connection with the Services, performance, non-performance, termination, breach or other action or inaction on the part of CenturyLink, whether foreseeable or advised of the probability or certainly of such loss or damage. CenturyLink's liability for damages in connection with transmission shall not exceed an amount equivalent to the proportionate charge for the period of service during which the fault in transmission occurred.

Customer indemnifies CenturyLink from all claims of defamation, libel, slander invasion of privacy, infringement of copyright or patent, unauthorized use of trademark, trade name or service mark, unfair competition, interference with business/contract or the like and any other claim arising out of the customer's use of the Services, CenturyLink's provision of the Services to customer or Customer's performance of duties under the Catalog Terms.

Limited Remedy: Customer's sole remedy for service interruptions are the allowances described in the Catalog Terms. Generally, an interruption commences when noticed and verified by CenturyLink and ends when the affected service is restored. An allowance is not available when the interruption is due to the negligence of the customer and/or the facilities of another company or the customer. If the affected service has a monthly recurring charge, no allowance will accrue for the first two hours, but a credit of 1/30 of the monthly recurring charge applies to the period up to 24 hours and the same 1/30 amount for each full 24 hours, thereafter. No allowance may exceed the proportionate charge for the period during which the service was interrupted, and no usage charge is eligible for an allowance.

Payment for Services: You must pay all charges for the Services, regardless of any use, misuse, abuse, or conduct by others, including the failure of equipment or products of others or your own. Bills are rendered monthly, and payable upon receipt, and if not paid within 30 days, are past due. All payments must be in a method satisfactory to CenturyLink.

Failure to timely pay for charges may result in termination of the Services, late payment charges, and other remedies. If your payment method is dishonored (insufficient funds, credit card charge declined, etc.), you may be responsible to pay a dishonored payment charge. CenturyLink may recover all expenses and costs of collection and otherwise enforcing the Catalog Terms, including attorney's fees.

Use of Services: CenturyLink may refuse or discontinue the Services due to conditions beyond CenturyLink's control, including high call volumes or call patterns that adversely affect its facilities or other service, and CenturyLink may block or interrupt traffic to locations, areas, and numbers to prevent unlawful use. The Services must be used in accordance with applicable law and the provisions of the Catalog Terms.

Premises: Consistent with the standards of the industry, CenturyLink may enter, leave and use portions of the customer's premises, as needed to provide the Services, without liability for damage thereto.

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

Deposits and Advance Payments: Customers may be required to pay a deposit or advance payment before activation of their Services. Existing customers may be required to pay a deposit or advance payment if payments are missed or delayed or some other material change occurs. Deposits and advance payments, including the payment and accrual of interest on them are described in the Catalog Terms.

Remember, the Catalog Terms contain all of the applicable terms and conditions for your Services and are a binding contract between CenturyLink and the customer. Please review them online at:

centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html or at 100 CenturyLink Drive Monroe, LA 71201.