This standard agreement is not applicable to services governed by tariffs on file with the FCC or state regulatory authorities. Tariffs are located at http://www.centurylink.com/tariffs. CenturyLink has the ability to raise rates and change Services and the Agreement, with notice to Subscribers in certain instances; see Section 1.3 for applicable terms and conditions. This standard agreement prevails in the event of conflict with any CenturyLink Local Terms of Service.

CENTURYLINK STANDARD AGREEMENT FOR LOCAL SERVICES - RESIDENTIAL

1. GENERAL

1.1 Application. This standard agreement and all applicable CenturyLink Local Terms of Service, defined below (collectively, “Agreement”), will govern your use of Services and Products 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”). The 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, customers already subscribing to Services are subject to the then-existing CenturyLink tariffs. The Agreement supersedes any previous agreement or terms related to the Services and Products, including any prior CenturyLink tariffs. This standard agreement contains general provisions that apply to Services and Products. Applicable CenturyLink Local Terms of Service contain Service and state-specific information for your service location, and are posted to http://www.centurylink.com/tariffs (“Website”).

When you activate a Service or purchase a Product, you will be agreeing to: (A) the terms of the Agreement, (B) any requirements in additional written materials we provided to you when you ordered that Service or Product, and (C) prices and charges we quoted to you. If you do not agree with the terms and conditions in the Agreement, please do not use the Service or Product and notify us immediately so we can cancel your Service or Product. In addition, you will have 30 days following the activation of a new Service or Product to terminate such Service or Product according to the terms and conditions in the Agreement. In all instances, you will be responsible for all usage charges, non-recurring charges, and the pro-rata portion of monthly recurring charges incurred prior to the effective date of the cancellation. In our sole discretion, we may accept or reject your order for a Service or Product for any reason.

In the Agreement, we use the terms “we,” “us” or “our” to mean CenturyLink. When we say “you,” “your” or “Subscriber”, we mean you. You must be at least 18 years old to purchase a Service or Product. While you are the person buying a Service or Product, you may not be the only person using it. Please know that you are responsible for making sure the terms of the Agreement are followed by others who use a Service or Product.

Please read this standard agreement carefully. While all sections are important, please pay close attention to the section called “DISPUTE RESOLUTION” that governs how we handle disagreements. That section requires that you and CenturyLink enter into arbitration if we have a disagreement that we can't settle together. If there is that kind of a dispute, you and CenturyLink will use arbitration to settle it, instead of a trial in front of a jury or judge. That section also limits your ability to form or join a class action lawsuit against us related to any Service or Product.

1.2 Definitions.

A. “CenturyLink Local Terms of Service” means the Service-specific descriptions, charges, and terms and conditions applicable to Services in your location in addition to this standard agreement, all incorporated by reference into the Agreement as posted to the Website, or listed in a welcome package. 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 and making it available on request are reasonable means of providing you with notice of those terms.
B. “Service” means retail, detariffed incumbent local exchange carrier telecommunications service offered by CenturyLink to residential customers, including when such Service is part of a package of services. Service does not include specifically-excluded services and non-telecommunication services such as: lifeline or similar services, high-speed Internet service and Internet-related services, security services, Products, Product maintenance or warranty services, voice, data, or video line or wiring protection services, services still governed by tariffs, video or television services, or other services specifically identified now or in the future by CenturyLink, each of which is governed by a different agreement.

C. “Product” means any retail equipment, devices, hardware, software, cabling or other materials sold or leased to you by or through CenturyLink as a separate item from, or bundled with, a Service.

1.3 Changes to Services, Products, or the Agreement.
A. **We Have the Right to Make Changes.** We have the right to change the terms of the Agreement, Services, Products, and/or our prices or fees at any time (including the make-up of packages that include Services). If we make such changes, you agree that we have no obligation to replace or supplement packages as a result. And you agree that you will not be entitled to any refund because of such change(s).

B. **Notice of Material Changes; Your Response to such Changes.** If the changes we make are material, we will give you 30 days’ written notice of the change and its effective date. Regarding the changes, you may: (1) cancel the affected Service or Product, (2) terminate the Agreement, or (3) continue to use the affected Service or Product, which will be considered as your consent to the changes. We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation. We will not provide notice to you regarding price decreases or the expiration of any Promotions that we may have undertaken while you subscribed to the affected Service or Product.

C. **Methods of Notice.** If we do give notice about these changes, we may use a number of options use to provide you notice of the changes. These notice methods include your billing statements, bill inserts, separate mailings to you, email notification, recorded announcements, online posting of changes to our terms and conditions at the Website. Changes will become effective on the date described in any notice.

2. USAGE

2.1 **Use of Services and Products.** You agree: (A) to use the Services and Products only for residential purposes, not business or commercial purposes; (B) to pay all charges for Services and Products provided under the Agreement including, but not limited to, unauthorized charges incurred on calls placed from your residence or Services and Products used at your residence; (C) to ensure that your actions and equipment do not directly or indirectly interfere with CenturyLink’s ability to provide Services or Products to others, or the quality of such Services or Products, or another’s use of Services, Products, or CenturyLink’s network; (D) to comply with all applicable laws and regulations when using Services or Products and that you will not use Services or Products in an unlawful, fraudulent, destructive, or abusive manner, or allow others to do so, and (E) that, in our sole discretion and without liability to you, CenturyLink may place restrictions on the use of Services or Products, and immediately (even during your use of a Service or Product) disrupt, suspend, or terminate Services or Products without notice for violations, suspected violations, or to prevent violations of the Agreement, and may assess additional charges for violations of these limitations.

2.2 **Maintenance.** You agree that we may restrict your use of a Service or interrupt its operation for maintenance activities (including activities involving any Product) to be sure that we can provide acceptable levels of a Service to all CenturyLink customers.

2.3 **Promotions.** You may be eligible for certain discounts, features, promotions, and other benefits associated with your subscription to a Service, purchase of a Product, or a package that includes a Service (each, a “Promotion”). You must meet all requirements to get and keep Promotions.
We may change or end a Promotion at any time or in the manner described in the applicable Promotion materials. At the end of a Promotion or at any time when you no longer qualify for a Promotion, we will charge you the then-current, standard monthly rates, charges, and fees for that Service.

3. **CHARGES; BILLING AND PAYMENT**

3.1 **Credit Check; Deposits; Credit Limits.** You must have sufficient credit for us to provide you the Service or Product without having to pay a deposit. To make a credit assessment, we will review our credit history with you if we have one; and we may consult with a credit reporting agency. Based on our review, we may ask for a deposit, set up a credit limit or advance payment structure, or require other security before we begin providing you the Service or Product. If during our relationship we question your willingness or ability to pay your bills in a timely way, we might require additional measures to ensure we are paid (like requiring prior payments or additional security). If you refuse to follow these required measures, we may terminate your Service and assess any application termination charges.

3.2 **Term Plans.** You may purchase a Service either on a month-to-month plan or under a Term Plan. If you chose a Term Plan, you will be agreeing to commit to keeping and paying for the Service for a fixed number of months (for example, 12 or 24 or 36 months). A Term Plan will begin when the applicable Service is first installed or activated. When your current Term Plan ends, you may be given the option to select a new Term Plan or to receive the Service by paying on a month-to-month basic, at a charge that may be higher than under a Term Plan.

3.3 **Billing.** When the Service is available for your use, we will begin charging you monthly recurring charges and additional one-time charges (which we sometimes call non-recurring charges) may apply for the Service and/or any Products. If your Service starts in the middle of an established billing cycle, you may see only a portion of your monthly charge in your bill for your first month of service. We bill both monthly recurring and non-recurring charges in advance; and we bill for usage generally after it has occurred. If, in any given month, you have $0 charges, we may not send you a paper invoice. You can always find information about your bills for the Service or a Product at [http://www.centurylink.com](http://www.centurylink.com) or by calling us at the customer service number listed on any of your CenturyLink bills. If you need a reprint of an invoice from us offline, we may charge a fee for producing it.

3.4 **Charges.** Our charges for the Service or a Product may change from time to time, but current, standard charges may be listed in the applicable CenturyLink Local Terms of Service at the Website, online at [http://www.centurylink.com](http://www.centurylink.com), or by calling us at the customer service number listed on your CenturyLink bill. In addition to our monthly recurring charges and non-recurring charges, you agree to pay any other additional charges that are associated with our providing the Service and Products. These could include activation and installation charges (including charges related to unique installation requirements at your Service location), Purchased Product charges, Leased Product charges, repair charges, shipping and handling fees, replacements charges, connection charges, usage charges, monthly fees, monthly minimums, any other fees, surcharges, assessments, taxes, and federal, state, and local government or quasi-government imposed or permitted charges. Taxes and government fees and surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you.

3.5 **Payment.** You agree to pay all undisputed and authorized charges on your bill in U.S. currency by the due date listed on your bill. We currently allow our customers to pay their bills by credit card of select card providers. If you decide to pay this way, when you give us your credit card information, you are authorizing us to automatically charge that card number for all charges on your account at or near the billing due date on your statement. Our acceptance of late or partial payments (even those marked, “PAID IN FULL” or using similar language) and late payment charges will not mean that we waive our rights to collect the full amounts due.

3.6 **Nonpayment.** For each month that any portion of your charges are not paid in full by the due date (excluding any charges that are unauthorized on your bill or that you properly dispute with us), we may charge you a late payment fee or interest on those unpaid amounts equal to the maximum amount or interest rate, respectively, allowed by law. If we cannot get a charge to
process on your credit card, you will need to make alternative payment arrangements. If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover amounts you owe us and amounts related to our collections efforts, including attorneys’ fees. We 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. Upon the cancellation or termination of Service or Product for any reason prior to the end of a billing cycle, we will charge you the pro-rated charges accrued during the billing cycle, along with all applicable non-recurring charges, taxes, surcharges, and other fees.

3.7 Disputed Charges. If you have a dispute regarding your bill, we may require you to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, you must let us know of any such disputed items within 30 days of the bill date. To dispute a charge on your bill, you must follow the dispute procedures in this standard agreement. After the 30-day period has ended, we will assume you agree with any charge not disputed.

3.8 Early Termination Fee. If you signed up for the Service under a Term Plan and you cancel your Service before the end of the Term Plan, you agree to pay a fee for your early termination. That fee will be either: (A) an amount equal to the monthly recurring charges multiplied by the number of months remaining in the then-current Term Plan, or (B) such other amount as may be identified to you in a Promotional offer. We consider these early termination fees to represent our reasonable liquidated damages and not to be a penalty.

4. TERMINATION OF SERVICE

4.1 Service Provided Month-to-Month or Under a Term Plan. We provide Services on either a month-to-month basis or under a Term Plan. For a Service offered on a month-to-month basis or under a Term Plan, the Agreement applies until either party terminates the Service. If you continue to purchase a Service on a month-to-month basis after completion of the applicable Term Plan, the Agreement will continue to apply until one of us chooses to terminate the Service.

4.2 Right to Terminate With Notice. Either of us can stop our relationship by giving written notice to the other, as described in Section 9.1 (Notice) of this standard agreement. You should know, though, that if you are purchasing your Service under a Term Plan, we have the right to charge you the early termination fee described in the Agreement if you terminate our relationship earlier than we agreed on. If you no longer want to receive the Service or any other CenturyLink services, you can let us know by contacting us (including calling the CenturyLink-provided customer service number on your bill) and telling us you want to stop the Service and/or other services. It may take up to 30 days for us to disconnect your Service and you will be responsible for all charges incurred during this period.

4.3 Right to Terminate Without Notice. CenturyLink always has the right to terminate your Service without notice if you fail to pay your bill when it is due or if you do not live up to your obligations under the Agreement. If such termination was to occur and you were receiving Service under a Term Plan, we have the right not only to stop providing the Service we may charge you the early termination fee described in the Agreement. In addition to any applicable early termination fee, you are also responsible for all charges incurred up to the point when your Service is disconnected.

4.4 Payment Responsibilities after Termination. Even after our relationship ends, you agree that you will continue to be responsible to pay CenturyLink for any outstanding balance you owe for your Service or Products, including any applicable taxes, franchise fees, other fees, and surcharges. And if you terminate Service prior to the end of a billing cycle, we will charge you a portion of the monthly recurring charge for the Service or Product during that cycle, along with any applicable non-recurring charges, taxes, surcharges, and other fees. If you reinstate Services following cancellation or termination, we may require you to pay a deposit or installation or activation fees.
4.5 Uncontrollable Events. If an event occurs that is not within CenturyLink’s control, you understand and agree that we cannot be held responsible for any delay, interruption, or other failure to perform under the Agreement. Some examples of such events are: 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, acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental actions or orders.

5. EQUIPMENT AND SOFTWARE

5.1 CenturyLink-provided Products

A. Products Purchased from CenturyLink. If you buy a Product from us (rather than lease it), you will own it (“Purchased Product”). In addition to the purchase price, you agree to pay all applicable shipping, handling, or delivery charges associated with Purchased Product. From the time Purchased Product is delivered to you, you bear all risk of loss, theft, casualty or damage for it. If we determine that Purchased Product has a manufacturing defect, the applicable warranty, if any, will apply so long as the warranty is not expired or has been voided. If Purchased Product fails as a result of a manufacturing defect after any applicable warranty period, you may request that CenturyLink deliver replacement Purchased Product. If CenturyLink provides you replacement Purchased Product outside any warranty period, CenturyLink will charge you the full, retail cost for that Product. All replacement Purchased Product may or may not be the same model and may be new or fully inspected and tested by CenturyLink.

B. Products Leased from CenturyLink. Rather than you buying Product from us, we may provide Product to you for an additional monthly or yearly charge for your use during the time you subscribe to the Service (“Leased Product”). Leased Product may be new or it may be fully inspected and tested by CenturyLink and deemed suitable for use. If we consider it necessary, you agree that we may require you to replace existing leasing Product with new or reconditioned pieces. At all times, CenturyLink, not you, owns Leased Product, even if you attach the Leased Product to your property, and you agree that CenturyLink may make any necessary legal filings to show that we own it. If we need your help to make these filings, you agree to help us. You have no rights in the Leased Product other than to use it as we direct you. Your payments for the Leased Product only cover your use and are not applied toward buying that Product. If any Leased Product is removed or stolen from your physical location, you must let us know promptly to avoid any charges for unauthorized use the Leased Product. You are responsible for damage to Leased Product, other than reasonable wear and tear or damage that we may cause. You agree to return all Leased Product to us in the manner and within the timelines we provide you, and to pay all amounts we charge you (or retain any deposits) if you fail to return Leased Product properly, return it in a damaged condition, or return it after deadlines.

5.2 Subscriber-provided Products. If you do not purchase or lease Products from CenturyLink, you agree that you are responsible and liable for any damage caused to Services or Products due to any software or equipment that you use in connection with a Service or Product. CenturyLink and its affiliates and authorized agents or third-party vendors have no responsibility or liability if you cannot use a Service, Product, or if any of your software, equipment, or other functionality is damaged or does not work properly. Your use or combination of any equipment or software you provide may void any warranties on Products, and may adversely affect Services.

5.3 Software License. Where software is provided with a Service or Product, you are granted a limited, non-exclusive, and non-transferable license or sublicense to use the software, including any related documentation, solely to enable you to use Services and Products in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink’s third-party vendors, may be provided to you through click or shrink-wrap agreements and when you enable such software. You agree to comply with the terms and conditions of all such agreements when you enable them.
software. CenturyLink may suspend, block or terminate your use of any software if you fail to comply with any applicable licensing requirement. Your license or sublicense to use software will be in effect until CenturyLink or its third-party vendors terminate the license, sublicense, or your Service or Product is canceled or otherwise ends, unless the license agreement provides a different termination date. You agree not to modify, enhance, copy, or reverse engineer software in any way and that software is confidential and is the sole property of its owner. You agree not to disclose or reproduce it unless specifically authorized by CenturyLink or an authorized third-party vendor.

6. DISCLAIMER OF WARRANTIES. CENTURYLINK PROVIDES ALL SERVICES AND PRODUCTS “AS IS” WITH ALL FAULTS, AND YOU UNDERSTAND AND AGREE THAT WE ARE PROVIDING SERVICES AND PRODUCTS TO YOU WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR COMPATIBILITY OF COMPUTER SYSTEMS, AND ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. NO ADVICE OR INFORMATION THAT WE PROVIDE YOU WILL CREATE A WARRANTY, AND SUCH ADVICE IS OFFERED SOLELY TO HELP YOU WITH ANY PROBLEMS YOU MAY BE HAVING. CENTURYLINK DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES OR PRODUCTS AND YOU AGREE TO HOLD CENTURYLINK HARMLESS FOR ALL SUCH PROBLEMS.

7. LIMITATION OF LIABILITY

7.1 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, Products, or the network (for example, blocked calls, transmission failures, interruptions in Service, etc.); (C) content or information accessed while using our Services or Products; (D) death or personal injury of any person or damage to personal or real property; (E) interruption or failure in accessing or attempting to access Services, including emergency services like 911 services, or using Products; or (F) errors or omissions in directory listings. IF, FOR ANY REASON, CENTURYLINK IS FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO SERVICES OR PRODUCTS AND THIS LIMITATION IS FOUND TO BE UNENFORCEABLE, YOU AGREE THAT ANY DAMAGES WE MIGHT HAVE TO PAY WILL NOT EXCEED THE PORTION OF THE MONTHLY RECURRING CHARGES (EXCLUDING ALL NONRECURRING CHARGES, FEES, SURCHARGES, AND TAXES) FOR THE AFFECTED SERVICE OR PRODUCT DURING THE AFFECTED PERIOD.

7.2 NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES IS CENTURYLINK LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH SERVICES OR PRODUCTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF OPPORTUNITY, OR COST OF REPLACEMENT SERVICES.

7.3 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, fines, costs, losses, or liabilities, including reasonable attorneys’ and experts’ fees, arising from or relating to: (A) any violation of applicable laws, regulations, or any provision of the Agreement; (B) installation of, connection to, modification of, repair to, provisioning of, or use of Service or Products; (C) death of any person; (D) damage to personal or real property; (E) any incorrect or misleading information, or claims for libel, slander, invasion of privacy, identity theft, or intellectual property infringement with respect to a Service or Product; or (F) the absence, failure, malfunction, or outage of a Service or Product that is alleged to have resulted, in whole or in part, from your negligent acts or omissions, the negligent acts or omissions of your contractors, subcontractors, directors, officers, employees, or authorized agents, or the negligent acts or omissions of any person who uses the Service or Product with or without your permission.

7.4 Infringements. Services, Products, and all related documents and materials are protected by trademark, copyright, or other intellectual property laws. All CenturyLink websites, corporate names, services marks, trademarks, trade names, logos, and domain names are the exclusive property of CenturyLink, and nothing in the Agreement grants you the right or license to use any
such item. You agree that you, and those you permit to use the Service or Product, will not violate those rights whether they are held by CenturyLink or third parties. You understand that any violation of these rights may subject you to both civil and criminal liability, including liability for damages, fees, attorney’s fees, as well as possible fines and imprisonment.

7.5 Extension of Limitations. All limitations in this section also apply to CenturyLink’s third-party licensors, content providers, and suppliers, as third party beneficiaries of the Agreement.

7.6 Coverage and Survival. Unless applicable law expressly provides otherwise, the remedies described here are the only ones we offer you. All provisions of this section will survive and continue to apply after the Agreement is canceled or terminated.

8. DISPUTE RESOLUTION

8.1 Dispute Process. Most concerns can be resolved quickly and to your satisfaction by contacting our customer service department at the number listed on your monthly billing statement or online at http://www.centurylink.com. 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. In addition to the provisions of this Section 8, you may have the right to take your dispute to the public utilities commission (or other designated state agency or governmental body) in your state if CenturyLink does not resolve the dispute to your satisfaction after you first try to resolve the dispute with us. The list of states with such rights and the applicable agency in such states to send your dispute are listed in Section 10 (State-Specific Contact Information).

8.2 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 the Agreement, or any CenturyLink Services, Products, billings, or advertisings. 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 or Products from CenturyLink (such as from advertisings) or prior to the Agreement; all Claims that arise after the termination of Services or Products to you or after the termination of the 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.

A. 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.

B. **Arbitrator's Authority.** The arbitrator is bound by the terms of the 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.

C. **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.

D. **Changes.** Notwithstanding any provision in the 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.

E. **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.

8.3 **State Agency.** You may take your dispute to the Mississippi Public Service Commission,
Telecommunications Division after first trying to resolve the dispute with CenturyLink. Disputes
may be directed to this agency by mail to: Mississippi Public Service Commission,
Telecommunications Division, P.O. Box 1174, Jackson, Mississippi 39215, or by calling the
Mississippi Public Service Commission, Telecommunications Division at (601) 961-5405.
9. MISCELLANEOUS

9.1 Notices

A. Notices to You. We will provide notices to you under the Agreement in a variety of ways. Notices may be posted to: http://www.centurylink.com, the Website, or other CenturyLink website we direct you to. If we send you a notice, the notice will be considered given to you when we hand deliver it to you; send it to you at an email address that you have provided to us when you signed up for Service or Product or at a later time; or put it in the U.S. Mail or with overnight courier mailed to you at your billing address. We also may provide some notices or information to you in your bill itself, in the section for messages, and such messages are considered given to you as of the date of the bill.

B. Notices to Us. If you want to provide notice to us either because the Agreement requires it or because you have a matter you want to bring to our attention, you should notify us at the customer service telephone number on your bill or write us at 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department.

9.2 Privacy

Applicable Policies; Acceptable Use and Privacy. You agree to comply with applicable CenturyLink policies, including the CenturyLink Acceptable Use Policy, as posted to http://www.centurylink.com/Pages/AboutUs/Legal and incorporated by this reference, when you use a Service or Product. If you do not agree with the terms of any of these policies, do not purchase or use a Service or Product. The CenturyLink privacy policy includes information about CenturyLink’s customer information practices (including information we collect about you, how we used that information, and with whom we share that information) and applies to the provisioning of your Services and Products. CenturyLink may, but is not obligated to, monitor a Service or Product for various purposes, and CenturyLink and its third-party vendors may access and use information regarding performance of a Service or Product to: (A) perform related registration, maintenance, support, and other quality-related activities, and (B) verify network performance. You acknowledge and understand that CenturyLink is not liable for any lack of privacy which may experience with regard to a Service or Product. CenturyLink’s privacy policy, as amended from time to time, is available at http://www.centurylink.com/Pages/AboutUs/Legal/.

9.3 Installation; Maintenance. If required or if you request, you will provide reasonable cooperation to enable CenturyLink or its agents to install, maintain, or repair Services or Products. Our standard installation includes connecting, wiring, configuring, and testing Services and Products to make sure they work properly. Charges for such an installation may include a basic minimum charge, trip charges, delivery charges, and time and materials charges. Charges for maintenance and repairs are separate from installation charges or other charges, and will be assessed at our then-current rates. You are responsible for damage to CenturyLink-owned Products and Services located on your 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 Services. You agree to make available separate electrical sources, circuits, and power with suitable outlets at your location to support your Service and Product, and you are responsible to make sure all electrical connections are properly grounded. You agree to pay all costs for electricians, electrical work, or wiring work, if required. If you don’t own the location where Services or Products are to be installed or maintained, you must have or obtain necessary approvals from the property owner or a landlord to permit CenturyLink to do all of its work. If you don’t have this permission, CenturyLink will not install or perform any work. You can choose to install Products yourself. If so, we will provide installation directions, but you are responsible for all aspects of such work and any resulting damage to any Leased Product.

9.4 Unlawful, Abusive, or Fraudulent Purposes. You agree to not use the Service or any Product for any unlawful, abusive, or fraudulent purpose, including using these items in a way that violates any laws or another’s rights. You agree to not harass, abuse, threaten, or defame CenturyLink, or any of our employees or contractors.
9.5 **Account Security.** 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 whether you suspect the use to be for profit or not) or unauthorized disclosure or use of your CenturyLink account, password, user ID, or any credit or charge card number provided to CenturyLink. These kinds of notifications should be done by calling the customer service number listed on your bill. You also agree to periodically change your passwords. You authorize CenturyLink to provide information about and to make changes to your CenturyLink account, including adding new 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 your Service or Product, such as through the Internet. You acknowledge this risk as inherent to the shared nature of the Service or Product, and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

9.6 **No Resale, Distribution, Transfer, or Assignment.** You will not to resell, distribute, transfer, or assign the Agreement, Service, or Product via any means. CenturyLink may assign the Agreement and your rights and obligations under it, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

9.7 **Entire Agreement.** The terms and conditions of the Agreement, including all referenced documents and items incorporated here as posted to the Website or another CenturyLink websites, supersede all previous representations, understandings or agreements, and will supersede the terms and conditions of any order previously submitted, or prior price quoted. The Agreement contains the entire agreement between CenturyLink and you, and the written or oral statements of any salesperson, installer, customer service representative, authorized retailer, or other individual does not change the Agreement.

9.8 **No Waiver of Rights; Survivability.** If either you or CenturyLink fails to enforce or waives any requirement under the Agreement that does not waive that party's right to later enforce that requirement in the future. To the extent not specifically described in the Agreement, the terms and conditions of the Agreement that by their sense and context are intended to survive the expiration of the Agreement will survive.

9.9 **Governing Law.** The 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 8 (Dispute Resolution), which are governed by the laws described in that section. 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. If any provision in the Agreement is declared to be illegal or in conflict with any applicable law or regulation, that provision will be deleted or modified, as applicable, without affecting the validity of the other provisions.

9.10 **URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.