## Notice of Catalog Terms for CenturyLink® Local Exchange Services in Washington

Thank you for selecting Qwest Corporation DBA CenturyLink QC ("CenturyLink") as your provider of certain Local Exchange Service ("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 catalog pages that are located at http://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html (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.

Services: The Services include all of the telecommunications services, features, and functionalities that are (1) not governed by a separate contract (for example, Unistar.® Business Voice Mail and many rate stabilized offerings) or (2) not governed by documentation ("price lists/tariffs") filed with the Washington Utilities and Transportation Commission (the "Washington Commission"). The Services are identified and described in the Catalog Terms, and each one ordered is identified in the fulfillment material sent to customers. The functionality, operation, interaction, characteristics and nature of the Services may be changed at any time without notice (and such changes may or may not be reflected in the Catalog Terms), so long as the changed Services continue to comply with the published technical specifications of the telecommunications industry.

Rates: The non-recurring (activation/installation) charges and the recurring (monthly) charges for the Services are set out in the Catalog Terms. Those charges along with applicable local and state taxes, fees and charges, federal taxes, regulatory assessments, fees and charges, cost recovery charges such as universal service fees, 911 fees, Federal Access Charge and other applicable charges and fees will be itemized on the CenturyLink bill to each customer. 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/tariffs filed with the Washington Commission. The Catalog Terms are virtually the same as the price lists/tariffs 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, the Catalog Terms, not the price lists/tariffs, 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. Rate stabilized offerings with term commitments are often offered under separate contracts, and the provisions of those contracts, including the early termination charges, will govern.

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If you abandon the Services, fail to pay for them in a timely manner, violate any of the Catalog Terms, and as permitted by the rules of the Washington Commission, 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's liability, if any, for its willful misconduct is not limited hereby. With respect to any other claim or suit, by a customer or others, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of Services, CenturyLink's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the Service for the period during which the Service was affected. This liability shall be in addition to other allowances for interruptions, as set out in the Catalog Terms, CenturyLink shall not be liable for any incidental or consequential damages including but not limited to loss, damage, or expense directly or indirectly arising from wiring located beyond the standard network interface. CenturyLink is not liable for errors in transmitting. receiving or delivering messages over its lines and lines of connecting companies. CenturyLink's obligation to furnish or continue to furnish Services depends on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities. Special rules, limitations, and customer indemnity of CenturyLink applies where Services are provided in premises with hazardous, explosive conditions, Specific rules apply where CenturyLink makes an error or omission in your directory listings, as described in the Catalog Terms.

Limited Remedy: CenturyLink is not liable for service interruption, except for the allowances described in the Catalog Terms. In no event will any credit allowance exceed the total bill for the Services for that period.

Allowances for Interruptions: These allowances are more fully described in the Catalog Terms. Failure to keep a Guaranteed Appointment or Commitment, without excuse, may result in a \$50 allowance. Failure to provide primary basic exchange service, within 5 business days of the due date, if the delay is caused by CenturyLink, may allow waiver of nonrecurring charge, if any, a telephone number with a directory listing, and remote call forwarding to a voice mailbox. Out-of-service conditions (no inbound or outbound calls can be made on the line), for more than 24 hours, may result in an allowance equal to the proportionate amount of the monthly recurring charge for the Service not working (based on a 30-day month); provided no allowance applies if customer negligence, force majeure, and/ or the customer's equipment or inside wire was the proximate cause of the out-of-service condition. Customers must notify CenturyLink of any interruption in service.

CenturyLink may take whatever emergency measures it deems necessary in response to disasters of any kind, and CenturyLink is not liable for any resulting damages, except for its willful misconduct.

Payment for Services: CenturyLink bills for most Services in advance, and you must pay those bills on or before the past due/delinquency date which is 15 days after the date it is mailed. All payments must be in a method satisfactory to CenturyLink. Some Services, such as Directory Assistance, 3-Way Calling, Call Trace, Last Call Return, and others are available on a pay-per-use basis. Customers activating or using those Services must pay for each use when activated and billed. If a customer fails to pay for all or any part of the Services, some or all of the Services may be suspended and disconnected, in accordance with the Catalog Terms and the rules of the Washington Commission. Further details are on the CenturyLink bill, in the Catalog Terms, and in the rules of the Washington Commission.

Failure to pay the amounts due on your CenturyLink bill in a timely manner may result in a late payment charge, and if your payment method is dishonored (insufficient funds, credit card charge declined, etc.), you may be responsible to pay a dishonored payment charge, all as described in the Catalog Terms.

**Use of Services:** Services must be used in accordance with applicable law and the provisions of the Catalog Terms. Use of the Services in a way or in association with any customer equipment that does or might interfere with any service, feature or function provided to others or that could harm or adversely affect CenturyLink's facilities may result in suspension and disconnection. Customers are responsible for repair and maintenance costs due to customer negligence, and loss or damage to CenturyLink furnished facilities is the responsibility of customer unless proven to be due to the misconduct of others or events beyond the customer's control.

**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, and to remove its property from those premises. As needed and when requested, the customer shall provide power and facilities on the premises for the Services. Additional structures and facilities needed to provide Services at the premises may be the responsibility of the customer. As described in the Catalog Terms, the customer and CenturyLink shall cooperate in good faith, to provide reasonable access to the premises and needed facilities in order to install, maintain, and repair the Services. The Catalog Terms provide details about the responsibility for wiring, cable, and facilities in and about customer and other premises.

## Notice of Catalog Terms for CenturyLink® Local Exchange Services in Washington (continued)

**Dispute Resolution:** The Catalog Terms provide a detailed Consumer Bill of Rights and procedure for complaints and disputes. 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. Customers have the right (and will be so advised in an unresolved dispute) to contact the Washington Commission.

**Telephone Number/Change of Responsibility:** The telephone number does not belong to the customer, and CenturyLink may change the telephone number as provided by the Catalog Terms. The Services (the customer account) may be transferred to another person, so long as the procedure established by CenturyLink is fully and completely followed by the former customer and the new customer.

**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 if they order additional Services. Deposits and advance payments, including the payment and accrual of interest on them are described in the Catalog Terms.

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

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

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