

CenturyLink® Website User Agreement

Effective November 1, 2025

If you do not wish to be bound by this Agreement, you should not access, subscribe to, or otherwise use a CenturyLink Website. CenturyLink may modify this Agreement at any time upon posting of the modified terms at www.centurylink.com.

The following terms and conditions apply to your use of and access to any website owned or operated by CenturyLink or its subsidiaries, affiliates, and licensors (each, a "CenturyLink Website"), which are designed to tell you more about CenturyLink and its products, services, equipment, third-party-provided products and services, software, and any other services (collectively, "CenturyLink Products"). The terms "we" or "us" or "our" refer to CenturyLink, and the terms "you" or "your" refer to you, the person using or accessing the CenturyLink Website. The term "CenturyLink" is the tradename used to refer to the affiliates of Lumen Technologies, Inc. that create and maintain CenturyLink Websites and provide CenturyLink Products. Lumen Technologies, Inc. does not create or maintain CenturyLink Websites or provide CenturyLink Products.

You should carefully read this Agreement. By using or accessing a CenturyLink Website, you agree to these terms and conditions, including all additional CenturyLink policies incorporated by reference and/or described below (collectively, this "Agreement"). To use a CenturyLink Website, you represent that you are at least 13 years old (with legal parental or guardian consent) or an adult of at least 18 years of age and fully competent to enter into this Agreement.

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

- **SECTIONS 8 AND 9 CONTAIN LIMITATIONS ON CENTURYLINK'S LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM CENTURYLINK FOR ISSUES YOU MAY ENCOUNTER FROM THE USE OF ANY CENTURYLINK WEBSITE.**
- **SECTION 12 CONTAINS MANDATORY DISPUTE RESOLUTION PROCEDURES. THESE PROCEDURES LIMIT THE AMOUNT OF TIME YOU HAVE TO RAISE ANY DISPUTE WITH CENTURYLINK OR FILE ANY LAWSUIT AGAINST CENTURYLINK AND CONTAIN PRE-LAWSUIT DISPUTE RESOLUTION REQUIREMENTS THAT MUST BE MET BEFORE FILING ANY LEGAL ACTION. THESE PROCEDURES ALSO REQUIRE THAT ANY LAWSUIT OR CLAIM BE PURSUED ONLY ON AN INDIVIDUAL BASIS, NOT AS A CLASS OR COLLECTIVE ACTION, AND BE RESOLVED BY A JUDGE, NOT BY A JURY.**

CenturyLink Products, like Internet and Connected Phone service, are provided to you subject to separate, specific terms and conditions for each CenturyLink Product ("CenturyLink Product Agreements"), which govern in the event of any inconsistency with this Agreement.

1. **Registration and Information Provided.** On CenturyLink Websites, you agree to provide information which is accurate, complete, and not misleading, and update all such information to maintain its accuracy and completeness. CenturyLink may restrict, suspend, or terminate your access to CenturyLink Websites without notice, including if we determine or reasonably suspect, in our sole discretion, that you have provided inaccurate, incomplete, or deceptive information. In addition to CenturyLink-specific information and content related to CenturyLink Products, CenturyLink Websites contain information and services offered by or available through third parties that may not be affiliated with CenturyLink. CenturyLink is neither responsible for nor has an obligation to review, sponsor, or evaluate anything related to such third parties or content contained on any third-party website accessible from a link on a CenturyLink Website. Such third-party websites are provided for your convenience and accessibility of such links and websites does not imply affiliation or endorsement by CenturyLink of such websites and any content or services provided or described there. You may access such websites at your own risk, and should review and understand all applicable policies governing such websites.
2. **Account Security.** You agree to keep confidential all passwords, user IDs, IP addresses, account identifiers, and other CenturyLink Website-entry materials (collectively, "Your Identifiers"), and you are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur on CenturyLink Websites related to Your Identifiers, your CenturyLink account information, credit card/debit card/account numbers, or bank account or financial institution information. You agree to immediately notify CenturyLink if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure

or use of Your Identifiers by calling the customer service number listed on your invoice. You also agree to periodically change your passwords. You authorize CenturyLink to provide information about and to make changes to Your Identifiers 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 Identifiers on your behalf, such as through the public Internet. You acknowledge this risk as inherent to the nature of using and accessing CenturyLink Websites and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

3. **Applicable Policies.** You agree to comply with applicable CenturyLink policies, including the CenturyLink Acceptable Use Policy, CenturyLink Privacy Notice, and all Copyright Notices, all as posted to <http://www.centurylink.com/AboutUs/Legal>, when you use CenturyLink Websites. If you use CenturyLink Websites to view or pay invoices for CenturyLink Products ("Payment Services"), you agree to comply with the CenturyLink Electronic and Online Payment Terms and Conditions, also located at the URL above, which governs in the event of any inconsistency with this Agreement. If you do not agree with the terms of any of these policies, do not use CenturyLink Websites. CenturyLink Websites utilize, in whole or in part, the public Internet and third party networks to transmit information, including Your Identifiers and information related to you. You acknowledge and understand that CenturyLink cannot guarantee that CenturyLink Websites and related transmissions of information will be completely secure or without threats or breaches. CenturyLink may, but is not obligated to, monitor the CenturyLink Websites for various purposes, and CenturyLink and its third-party vendors may access and use information regarding your use of and performance of CenturyLink Websites to perform maintenance, support, and other service-quality activities.
4. **Copyrights.** The content, names, images, text, programs, graphics, and other materials found or displayed on a CenturyLink Website (collectively, "Materials"), and any software accessed or downloaded to enable such items ("Software") are protected by applicable copyright and trademark laws and are the sole property of CenturyLink, its subsidiaries or affiliates, or third-party content providers with whom CenturyLink has a relationship. CenturyLink reserves all rights related to Materials and Software. Any use of Materials and Software outside or beyond your permitted use of a CenturyLink Website is strictly prohibited without the express written consent of CenturyLink. Any unauthorized use of Materials or Software which violates copyright or trademark laws may result in criminal or civil penalties. Subject to this Agreement, you are granted a limited, non-sublicensable right to access the CenturyLink Website, Materials, and Software for your personal, non-commercial use. However, Software may not be downloaded or otherwise exported or re-exported into any country for which the United States maintains an embargo on such exports or to any person on lists identified by the United States, including any United States agency or department which controls such exports. By downloading or using the Software and any related information or technology, you agree to these restrictions and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. If you believe your work has been copied and posted, stored, or transmitted to the CenturyLink Websites in a way that equals copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) according to the Copyright Notices posted to <http://www.centurylink.com/AboutUs/Legal>.
5. **Trademarks and Service Marks.** Trademarks used or displayed on CenturyLink Websites are owned by CenturyLink or third parties with whom CenturyLink has a relationship and who provide products and services on or through the CenturyLink Websites. CenturyLink's trademarks, service marks, trade names, company name, graphics, logos, scripts, headers, icons, or other marks may not be copied, used, or modified in any form or manner. Trademarks, service marks, trade names, company name, graphics, logos, scripts, headers, icons, or other marks of any other companies or entities that appear on a CenturyLink Website are the property of their respective owners and such owners may not be affiliated with CenturyLink. You will not use any meta tags or any other hidden text using any CenturyLink name, trademark, or service mark.
6. **Content Provided to CenturyLink.**
 - a. **Order Information.** CenturyLink may establish and implement processes and procedures impacting orders that are placed on, through, or with the assistance of CenturyLink Websites, including requiring you to validate information or placing limits on the quantity, nature, or type of CenturyLink Products available to you. In its sole discretion, CenturyLink may cancel or reject orders for CenturyLink Products at any time.
 - b. **Content You Submit to CenturyLink.** Some CenturyLink Websites permit you to post content, including data, photos, text, audio, video, graphics, feedback, answers, information, and ideas (collectively, "User Content"). You represent and warrant that you own or have control over all rights to the User Content you provide on a CenturyLink Website, there is no confidentiality obligation or expectations of any kind, and such User Content does not violate the terms of this Agreement. You will indemnify CenturyLink for all claims resulting from the User Content you provide on a CenturyLink Website. You agree to provide CenturyLink with a royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display all

such provided User Content, in whole or part, worldwide and/or to incorporate it in other works in any form now known or later created, and create and exercise the same rights with respect to such other works. You also permit any user of a CenturyLink Website to access, display, save, distribute, reproduce and prepare derivative works of such User Content. You grant CenturyLink the right to use your name in connection with the User Content, including the right to use your name in advertising and marketing materials. Any use by CenturyLink of User Content shall not require permission from you or payment to you or any other party. No compensation will be paid to you by CenturyLink or any third party related to any type of use, distribution, or publishing of such User Content in any way or forum. CenturyLink has no duty or obligation to validate, use, access, post, or distribute such User Content, and CenturyLink has no duty or obligation regarding confidentiality of any User Content. CenturyLink, in its sole discretion, may remove, refuse to use or access, or not permit others to use or access at any time without notice. You accept full responsibility and any liability for User Content you access, upload, transmit, transfer, or view by or through a CenturyLink Website and the Internet, and CenturyLink has no responsibility, accepts no liability, and does not endorse such User Content, including any statements, positions, opinions, advice, suggestions, errors, defamatory content, slander, libel, inaccuracies, obscenity, profanity, or pornography that may be contained in User Content. CenturyLink values any feedback you may have about a CenturyLink Website. However, if you send us any type of communication concerning the CenturyLink Website or any CenturyLink Product, the content of your communication will be treated as nonproprietary and nonconfidential (even if marked confidential or similar denotation) and will become CenturyLink property to use, reproduce, disclose, and distribute for any purpose whatsoever, without limitation to the extent permitted by applicable law and without compensation to you.

7. **Access to and Permissible Use of CenturyLink Websites.** You agree not to use any CenturyLink Website for any unlawful, abusive, or fraudulent purpose, including without limitation, using a CenturyLink Website brand, avoids your obligation to pay for CenturyLink Products, constitutes a criminal offense, gives rise to a civil liability, or otherwise violates any law or regulation. CenturyLink will make reasonable attempts to provide uninterrupted service, but there may be instances where a CenturyLink Website is delayed, impaired or impossible (collectively, "Technical Issues"). Should you experience any Technical Issues, you are to promptly contact CenturyLink. CenturyLink will not be liable to you for any loss of information, blockages or delays affecting data, information, notifications, purchases, deliveries or any other aspect of a CenturyLink Website due to Technical Issues. You will use CenturyLink Websites in a manner consistent with this Agreement, and not take any of the following actions with respect to any CenturyLink Website or use a CenturyLink Website to provide, post, transmit, email, link or otherwise make available any content in a manner that:
- a. uses any artificial intelligence, robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from CenturyLink or a CenturyLink Website or otherwise monitors or copies any portion of a CenturyLink Website or a CenturyLink Product;
 - b. contains software viruses, worms, time bombs, corrupted files, trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment;
 - c. disrupts, interferes or inhibits any other user from using or enjoying a CenturyLink Website or other affiliated or linked websites, material, contents, products and/or services, including CenturyLink Products;
 - d. creates a false identity for the purpose of misleading others;
 - e. prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;
 - f. uses any CenturyLink domain name as a pseudonymous return email address;
 - g. constitutes or contains any offer for unsolicited or unauthorized advertising or offers for goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose, including junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
 - h. provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
 - i. attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any content or a CenturyLink Website;
 - j. reproduces, duplicates, copies, sells, trades, resells or exploits for any commercial purposes, any portion of a CenturyLink Website, use of a CenturyLink Websites, or access to a CenturyLink Website;

- k. publishes, publicly performs or displays, or distributes to any third party any content, including reproduction on any computer network or broadcast or publications media;
 - l. systematically collects and uses any content including the use of any data mining, or similar data gathering and extraction methods;
 - m. makes derivative uses of a CenturyLink Website or any content on a CenturyLink Website;
 - n. uses, frames, or utilizes framing techniques to enclose any portion of a CenturyLink Website (including images found at a CenturyLink Website or any text or the layout/design of any page or form contained on a page);
 - o. is unlawful and/or, in CenturyLink's sole discretion, is harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive;
 - p. infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights, or attempts to remove any proprietary notice or labels from any content on a CenturyLink Website;
 - q. advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party;
 - r. is deceptive in any way, including any offers to sell fraudulent goods or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity;
 - s. specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;
 - t. contains a charity request, petitions for signatures, chain letters or letters relating to any type of scheme or program; and/or
 - u. modifies, translates, decompiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate a CenturyLink Website. For purposes of this Agreement, "reverse engineering" includes the examination or analysis of a CenturyLink Website to determine the source code, structure, organization, internal design, algorithms or encryption devices of a CenturyLink Website's underlying technology.
8. **Disclaimer of Warranties.** CenturyLink makes no warranty, guarantee, or representation that your use of any CenturyLink Website will be protected from viruses, security threats, or other threats or vulnerabilities. CenturyLink also does not warrant that information on CenturyLink Websites, including information related to CenturyLink Products, is accurate, complete, or current. It is possible that pricing or service capabilities described for CenturyLink Products on CenturyLink Website have changed. In all such instances, CenturyLink will make reasonable efforts to address the error as soon as practicable. CenturyLink Websites and all related information, content, and supporting systems are made available to you "as is", "with all faults", and "as available" and CenturyLink does not warrant, in any way, the availability, accuracy, completeness, currentness, suitability, reliability, title, usefulness, noninfringement, merchantability, or fitness for a particular purpose of such items. You access CenturyLink Websites at your own risk. You understand and agree that you are solely responsible for any damages to your computer system or loss or theft of data or information that results from your use of CenturyLink Websites or downloading of any material accessed from or otherwise provided through a CenturyLink website. CenturyLink does not guarantee that CenturyLink Websites or any of its websites will be error-free, continuously available, or free of harmful components, including, without limitation, viruses, worms, trojan horses, or other programs that are capable of disabling, damaging, interfering, altering, intercepting, or otherwise impacting or affecting a CenturyLink Website or any CenturyLink systems, network, or services, or your computer, mobile device, supporting equipment, or any other hardware, software, network, or other systems.
9. **Limitations of Liability.**
- a. General. UNDER NO CIRCUMSTANCES WILL CENTURYLINK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SHAREHOLDERS, LICENSORS, SUPPLIERS AND CONTRACTORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FOLLOWING (EXCEPT THIS LIMITATION SHALL NOT APPLY TO A PARTY WHOSE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT CAUSED YOUR DAMAGES OR LOSS):
 - (1) ANY ACT OR OMISSION BY YOU OR ANOTHER PERSON OR ENTITY,
 - (2) ANY FAILURE OR DELAY IN MAKING CENTURYLINK WEBSITES AVAILABLE TO YOU FOR ANY REASON AT ANY TIME,
 - (3) ANY CONTENT OR INFORMATION ACCESSED WHILE YOU USE CENTURYLINK WEBSITES,

(4) ANY LOSS OR LACK OF PRIVACY AS TO, USE OR MISUSE OF, THEFT OF, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF ANY OF YOUR SOFTWARE, FILES, INFORMATION, OR DATA, INCLUDING YOUR IDENTIFIERS, ACCOUNT INFORMATION, AND PAYMENT INFORMATION ,

(5) ANY TRANSACTION PERFORMED OR ATTEMPTED TO BE PERFORMED ON OR THROUGH A CENTURYLINK WEBSITE,

(6) ANY CONTENT OR INFORMATION CREATED OR ACCESSED WHILE YOU USE CENTURYLINK WEBSITES,

(7) ANY OTHER CAUSE OF ACTION RESULTING FROM YOUR USE OR ATTEMPTED USE OF CENTURYLINK WEBSITES IN ANY MANNER.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE), AND REGARDLESS OF WHETHER CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, TO DAMAGES OF ANY KIND, INCLUDING COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF OPPORTUNITY OR USE, LOSS OR MISUSE OF INFORMATION OR DATA, DIMINUTION IN VALUE, AND COST OF REPLACEMENT SERVICES. IN THE EVENT APPLICABLE LAWS IN CERTAIN STATES DO NOT PERMIT APPLICATION OF THIS LIMITATION OF LIABILITY OR LIMIT ITS APPLICABILITY, YOU AGREE THE AGGREGATE LIABILITY OF CENTURYLINK IN SUCH INSTANCES FOR LIABILITY THAT WOULD HAVE OTHERWISE BEEN LIMITED BY THIS SECTION WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100) OR THE MINIMUM AGGREGATE LIABILITY ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION ALSO ARE SUBJECT TO SECTION 12(b)(ii)(C).

10. **Indemnification.** You agree to indemnify, defend and hold harmless CenturyLink, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers from and against all claims, demands, actions, losses, expenses, damages and costs, including reasonable attorneys' fees, made by a third party arising from or in connection with any violation of this Agreement or applicable law by you, any violation of any rights of a third party by you, and any information or content that you submit, use, post, transmit, or make available to CenturyLink, including provided through a CenturyLink Website.
11. **Governing Law.** This Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Agreement shall be governed by the law of the state in which you receive the Services that are the subject of the dispute, claim, action or lawsuit.
12. **Dispute Resolution.**

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

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

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

- (i) ***Notice of Claim Must Be on an Individual Basis.*** Your Notice of Claim must be on your own individual behalf and shall not be made on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that any Notice of Claim must be on an individual basis, it is a violation of this agreement for two or more claimants to include claims in a single Notice of

Claim or attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same CenturyLink account.

(ii) *Fair and Adequate Opportunity to Resolve the Dispute.*

(A) CenturyLink commits to work with you in good faith to resolve any disputes you may have. For your individual Notice of Claim to provide CenturyLink a fair and adequate opportunity to resolve the dispute without litigation, your Notice of Claim must include:

- (1) the CenturyLink Website(s) related to the claim or dispute, the approximate dates on which you visited those sites, and your general activities while visiting those sites (e.g., comparing CenturyLink products, paying your CenturyLink bill);
- (2) the CenturyLink account number(s) for the account(s) related to the claim or dispute, if any;
- (3) a reasonable description of the facts underlying the claim or dispute;
- (4) an estimate of your money damages and how those damages were calculated;
- (5) a description of any relief sought other than money damages; and
- (6) supporting documentation.

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

(B) If your individual Notice of Claim includes any claim based on any alleged false statement, fraud, deception, or misrepresentation, then your individual Notice of Claim also must identify:

- (1) the content of any alleged false or misleading statement or advertisement;
- (2) the approximate date(s) on which you received, heard, or read that statement or advertisement;
- (3) how you received that statement or advertisement; and
- (4) if the alleged false or misleading statement was made by a particular person, that person's name or affiliation with CenturyLink (e.g., CenturyLink employee, CenturyLink-authorized service technician, or contractor).

(C) Using information you provide pursuant to Sections 12(a)(ii)(A) and (B), (CenturyLink will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute. CenturyLink will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections 12(a)(ii)(A) and (B), CenturyLink is not obligated to search its records.

(iii) *60-Day Pre-Filing Period.* If you and CenturyLink are unable to resolve your claim or dispute within 60 days after CenturyLink receives your Notice of Claim that meets the requirements of Sections 12(a)(i) and 12(a)(ii) ("60-Day Pre-Filing Period"), you may file a court action consistent with these Dispute Resolution Terms. If your Notice of Claim is deficient, incomplete, or defective because it is not made on an individual basis, as set forth in Section 12(a)(i), or because it does not include the information required by Section 12(a)(ii), then the 60-Day Pre-Filing Period will not begin until the first date on which CenturyLink has received information correcting those deficiencies or defects. Further, if your Notice of Claim otherwise meets the requirements of Sections 12(a)(i) and 12(a)(ii), but you fail to respond to a reasonable request from CenturyLink for missing or additional information about your claim or dispute, then the 60-Day Pre-Filing Period will pause and not begin again until you provide the requested missing or supporting information.

(iv) *Pre-Filing Tolling Period.* Any deadline to file a lawsuit will be extended up to a maximum of 60 consecutive days *after* CenturyLink receives your Notice of Claim ("Pre-Filing Tolling Period"). If you fail to respond to a reasonable request from CenturyLink for missing or additional information, then the Pre-Filing Tolling Period will end 14 consecutive days after the date of CenturyLink's request.

- b. **WAIVER OF ANY RIGHT TO PROCEED ON A CLASS, REPRESENTATIVE, MASS, COLLECTIVE, CONSOLIDATED, OR COORDINATED BASIS.** By this Agreement, both you and CenturyLink waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis.

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

- (ii) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* As consideration for the Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis in this Section 12, CenturyLink agrees that:

- (A) CenturyLink will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;
- (B) If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds CenturyLink's highest offer of settlement during the 60-Day Pre-Filing Period, CenturyLink will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;
- (C) Nothing in this Agreement, including the limitations on liability in Section 9, will prevent or limit the recovery of statutory remedies; and
- (D) CenturyLink will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that CenturyLink retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

Your right to attorneys' fees, costs, and expenses provided by this Section 12(b)(ii) is not intended to limit your rights to recover these items under applicable law (if any such rights exist). If applicable law entitles you to a greater award of attorneys' fees, costs, and expenses than allowed under Section 12(b)(ii), you may recover that greater amount. However, you may not recover duplicative awards of attorneys' fees, costs, and expenses under both Section 12(b)(ii) and applicable law.

- (iii) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis not severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* If a court deems Section 12(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action, then Section 12(b)(ii) (*Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis*) shall also be unenforceable and severed from this agreement.

- c. **Waiver of Right to Jury Trial. BOTH YOU AND CENTURYLINK WAIVE THE RIGHT TO A JURY TRIAL ON YOUR INDIVIDUAL CLAIMS.** To the extent court action is appropriate under this Agreement, any trial of your claims and CenturyLink's defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a "bench trial"), except as provided in Section 12(d).
- d. **Waiver of Jury Trial Not Servable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.** If a court deems Section 12(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action for any reason, the Waiver of Right to Jury Trial in Section 12(c) shall be unenforceable and severed from this agreement.
- e. **Limitation on Time to File Any Claim, Dispute, or Lawsuit.** YOU MUST NOTIFY CENTURYLINK OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED INVOICE. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

13. **General.**

- a. **Notice.** If we send you a notice, it will be considered given when deposited in the U.S. Mail or with overnight courier mail, addressed to you at your billing address or other address you have provided us, hand-delivered to you, or when posted in your CenturyLink account portal or when distributed via email to the email address provided to us by you. Our notice to you will also be effective if provided on your invoice or by telephone, or, when posted online, the actual date such notice is posted to <http://www.centurylink.com>. If want to provide notice to us related to any matter other than a dispute covered by Section 12, you agree to notify CenturyLink customer service at the number listed on your invoice and provide all requested information, email us at legalaffairs@lumen.com, or send us mail addressed to Lumen Technologies, Attn: Litigation Department, 931 14th Street, Suite 900, Denver, CO 80202. You agree that CenturyLink may contact you via email at the email address you provide to us when you use CenturyLink Websites. You will provide us with any changes to your email address by updating that address in the manner prescribed to you by CenturyLink. If you fail to provide updated email address information to CenturyLink, you agree that any notices CenturyLink sends to the email address you provided will be deemed to have been received by you.
- b. **Other.** This Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and CenturyLink with respect to CenturyLink Websites, and any other written or oral statements do not change this Agreement. Neither the course of conduct between you and CenturyLink nor trade practices will act to modify any provision of this Agreement. CenturyLink may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is found to be unenforceable or invalid, this Agreement's unaffected provisions will remain in effect. If either you or CenturyLink fails to enforce or waives any requirement under this Agreement that does not waive that party's right to later enforce that requirement in the future. All URLs listed in this Agreement include any successor URLs and content contained at such URLs are incorporated by reference. In the event any content contained at such URLs conflict with this Agreement, this Agreement controls.