

# CENTURYLINK ELECTRONIC AND ONLINE PAYMENT TERMS AND CONDITIONS

**Effective June 1, 2014**

The following terms and conditions apply to electronic and online delivery and presentation of your invoices by CenturyLink and the electronic and online methods you use to pay such invoices to CenturyLink, including the following CenturyLink services: My Account, AutoPay, eBilling, Quick Bill Pay, and payments you make through interactive voice response systems (collectively, "Payment Services"). Payment Services are subject to these terms and conditions, and additional CenturyLink policies described below (collectively, this "Agreement"). In this Agreement, the terms "we" or "us" or "our" refer to CenturyLink, and the terms "you" or "your" refer to you, the Payment Services user. By using or accessing Payment Services, you agree with this Agreement.

CenturyLink products, services, equipment, third-party-provided products and services, software, and any other services (collectively, "CenturyLink Products") are provided to you subject to separate, specific terms and conditions for each CenturyLink Product, which govern in the event of any inconsistency with this Agreement. **If you do not wish to be bound by this Agreement, you should not use or access Payment Services. CenturyLink may modify this Agreement at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified Agreement at <http://www.centurylink.com> or the designed link from that website.**

**You should carefully read this Agreement, including the required use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and the limitations on the remedies available to you in the event of a dispute, as fully described in the "Dispute Resolution" section of this Agreement.**

- 1. Invoice Charges.** We bill you for CenturyLink Products on a monthly basis based on current prices and charges provided to you or posted to <http://www.centurylink.com> or other CenturyLink marketing or other website, and as listed in any written information that we provide to you. All applicable and associated charges, the method by which we assess such charges to you, and your obligation to pay all such charges are described in the applicable terms and conditions for your CenturyLink Products (each, a "CenturyLink Product Agreement"). Your payment due date will be listed on your CenturyLink invoice, and all payments must be made in U.S. currency. Payments you make using Payment Services on CenturyLink-designated websites provided to you (each, a "Payment Website") are processed within one business day, to the extent possible. For each month in which any portion of your charges are not paid by the due date on your invoice, we may charge you a late payment fee or interest on those unpaid balances equal to the maximum amount or interest rate, respectively, allowed by law. 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 such amount or pay all such costs and expenses associated with such 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. In addition to our right to assess late payment fees, interest, and any other costs arising from our expenses to recover amounts you owe us if your payment is not made by the due date on your invoice, we may begin procedures to cancel the affected CenturyLink Products. You will be informed of such action if required by law. CenturyLink also reserves the right to terminate access to Payment Services for any account at any time. Certain CenturyLink offers or promotions may require you to enroll in specified Payment Services as a condition to receiving such offer or promotion.
- 2. Partial Payment.** Partial payments are acceptable, however our acceptance of such payments are not to be construed as an acceptable payment arrangement that automatically extends your CenturyLink Product beyond the normal disconnect date. Our acceptance of late or partial payments (even those marked, "PAID IN FULL") and late payment charges will not constitute a waiver of any of our rights to collect the full amount due under this Agreement or the CenturyLink Product Agreement. If you are unable to pay an invoice in full prior to the due date, please contact CenturyLink customer service before the due date.
- 3. Questions about Your Invoice or Charges.** If you have any questions about your invoice or dispute a charge on your invoice, please contact CenturyLink customer service before the due date. Except as otherwise provided by applicable law, you must notify CenturyLink of any disputes concerning any charges within 30 days after the date of your invoice. You accept all charges not disputed within 30 days. However, you may dispute charges resulting from your failure to return equipment to us in the manner and according to the timelines described in the applicable CenturyLink Product Agreement after the 30-day period described in this section, but such disputes may only specifically relate to the charges assessed for the equipment return. Each of CenturyLink and you waives all rights

of subrogation against each other in connection with CenturyLink Products. To dispute a charge on your invoice, you must follow the dispute procedures described in the “**Dispute Resolution**” section of this Agreement.

4. **Effects on Paper Invoices.** To the extent permitted by applicable law, CenturyLink reserves the right to cease providing you a paper invoice via U.S. postal service once you elect to use or enroll in a Payment Service on a recurring basis. In such instances, you will no longer receive a paper invoice from CenturyLink. CenturyLink also reserves the right to assess additional charges to you if you are enrolled in a Payment Service but request CenturyLink to provide you with a paper invoice on either a one-time or continuing basis.
5. **Invoice Notification.** Certain Payment Services send an email notification to you each month when your new invoice is available for review. However, if you are unable to view your invoice electronically or online for any reason, you are still required to make your payment on time. In such situations, you are responsible for obtaining an invoice copy and/or account balance by contacting CenturyLink customer service. To use or enroll in a Payment Service, you must provide us with your email address for the receipt of notices. You agree to keep your email address updated and understand it is your responsibility to provide any changes or updates to your email address to CenturyLink.
6. **Payment Information.** If you arrange for payment using Payment Services through another company or financial institution, you will be subject to that company’s terms and conditions and you agree that CenturyLink will not be responsible or liable for any loss or damage caused or created by that company. In the event that any amount on a third party site does not match the same amount presented at the CenturyLink Website or on your printed CenturyLink invoice, CenturyLink’s listed amount is deemed to be the accurate amount. In the event the amount listed at the CenturyLink Website and on your printed CenturyLink invoice do not agree, the printed CenturyLink invoice should be considered the correct invoice and should be used to determine the amount to be paid. For your convenience, you may elect to have CenturyLink retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card/charge card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with CenturyLink that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask CenturyLink to retain for you. You agree CenturyLink will not be responsible for any transactions rejected due to erroneous or outdated payment information. You also agree that CenturyLink will not be liable for any use, misuse, lost, stolen or incorrect account or payment information. CenturyLink does not assess additional fees to you for using Payment Services. But if you pay your invoice via Payment Services through a financial institution, you are responsible for any charges you may incur from the financial institution in order to make such online payments. Regarding payments made by credit card, CenturyLink reserves the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide CenturyLink your credit card information, you authorize CenturyLink to automatically charge your provided credit card for all charges on your account, and CenturyLink will automatically charge your credit card for all such charges on the applicable billing due date shown on your billing statement. No chargebacks are available or permitted. If CenturyLink is unable to charge your provided credit card for any reason, CenturyLink retains the right to assess additional charges up to the maximum amount or rate allowed by law, including interest charges, on the amount due until that amount is paid and, as a result, you may be subject to suspension of your CenturyLink Product or termination of your CenturyLink Product or account, in our sole discretion.
7. **Messages on your Invoice.** CenturyLink may include important messages related to your CenturyLink Products or as required by state and federal authorities in the body of the invoice. It is your responsibility to read and understand these messages.
8. **Disclaimer of Warranties.** All invoice and payment-related content, Payment Services, and all related information 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 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 Payment Services or downloading of any material accessed from or otherwise provided through a CenturyLink website. CenturyLink does not guarantee that Payment Services or any of its websites will be error-free, continuously available, or free of viruses or other harmful components.
9. **Limitations of Liability.** CenturyLink is not liable for damages arising out of or in a connection with any act or

omission by you or another person or entity, any failure or delay in making Payment Services available to you for any reason at any time, or content or information accessed while you use Payment Services, or any cause of action resulting from your use or attempted use of Payment Services in any manner. Under no circumstances is CenturyLink liable for any incidental, consequential, indirect, punitive, or special damages of any nature whatsoever arising out of or in connection with providing or failing to provide Payment Services, whether in contract, tort, strict liability, or otherwise, including, without limitation, lost profits or revenue, loss of opportunity, or cost of replacement services. In addition, CenturyLink has no liability if: (a) your financial institution or credit card provider showing that your designated account has insufficient funds or credit availability; (b) CenturyLink is prohibited by law or court order from withdrawing payment from your account; (c) the account from which payment is to be made is closed, frozen, or otherwise unavailable; (d) any part of the electronic funds transfer system or credit card/debit card processing system is not working properly at any time, including when you are attempting to use Payment Services to pay your invoice; or (e) there are any delays or failures in performance of Payment Services, the electronic funds transfer system, credit card/debit card processing systems, or any interruptions arising from any cause or circumstance beyond CenturyLink's reasonable control. Accounts credited with a payment that is subsequently returned for any reason by your financial institution or credit card provider, including but not limited to insufficient funds, account closed or invalid account number, are debited for the amount of the original payment and all applicable returned check charges or other, similar charges. Your CenturyLink account may also be temporarily suspended immediately upon our receipt of the denial of payment or returned check and remain suspended until payment is received via a cash transaction, *e.g.*, cash, cashier's check, or money order.

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, that arise from: (1) any violation of this Agreement or applicable law by you; (2) any violation of any rights of a third party by you; and (3) any information or content that you submit, post, transmit, or make available to CenturyLink, including provided to CenturyLink through of Payment Services.
11. **Governing Law.** This Agreement is governed by and construed under the laws of the State of Louisiana, without regard to its conflict of laws principles. The federal courts within the state of Louisiana and state courts of Ouachita Parish, Louisiana have exclusive jurisdiction over and venue of any suit that relates to this Agreement. You are responsible for ensuring that your conduct is at all times in compliance with all applicable laws, rules and regulations.
12. **Dispute Resolution.**
  - A. **Dispute Process.** Most concerns can be resolved quickly and to your satisfaction by contacting CenturyLink customer service. If CenturyLink customer service is unable to resolve a complaint you may have to your satisfaction or if CenturyLink has not been able to resolve a dispute it has with you after attempting to do so informally, then we each agree to resolve those disputes through binding arbitration or small claims court, instead of in courts of general jurisdiction.
  - B. **Mandatory Arbitration of Disputes.** You and CenturyLink agree to arbitrate any and all claims, controversies or disputes of any kind ("Claims") against each other, including but not limited to Claims arising out of or relating to this Agreement, or any CenturyLink 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 CenturyLink Products (such as from advertisings) or prior to this Agreement; all Claims that arise after the termination of CenturyLink Products to you or after the termination of this Agreement; all Claims you may bring against CenturyLink's employees, agents, affiliates or other representatives; and all Claims that CenturyLink may bring against you. The sole exception to this arbitration agreement is that either you or CenturyLink may, in the alternative, bring Claims in a small claims court having valid jurisdiction. You and CenturyLink agree, however, that neither CenturyLink nor you will join any Claim with a claim or claims of any other person(s) or entity(ies), whether in a lawsuit, arbitration, or any other proceeding. You and CenturyLink agree that no Claims will be asserted in any representative capacity on behalf of anyone else, that no Claims will be resolved on a class-wide or collective basis, that no arbitrator or arbitration forum will have jurisdiction to adjudicate or determine any Claims on a class-wide or collective basis, and that no rules for class-wide or collective arbitration will apply.

- (1) Arbitration Procedure. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice” or “Notice of Dispute”). The Notice to CenturyLink should be addressed to: 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department (“Notice Address”). The Notice must: (1) describe the nature and basis of the Claim; and (2) set forth the specific relief sought (“Demand”). If CenturyLink and you do not reach an agreement to resolve the Claim within thirty (30) days after the Notice is received, you or CenturyLink may commence an arbitration proceeding. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with the American Arbitration Association (“AAA”), the arbitrator will be selected according to the AAA’s procedures and the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and Claims will be resolved pursuant to this Mandatory Arbitration of Disputes provision and the AAA’s rules in effect when the Claim is filed. Claims also may be referred to another arbitration organization if you and CenturyLink agree in writing or to an arbitrator appointed pursuant to section 5 of the FAA. The arbitration will be confidential, but you may notify any government authority of your Claim. At your election, arbitration hearings will take place in the federal judicial district of the location where you receive CenturyLink Products.
- (2) Arbitrator’s Authority. The arbitrator is bound by the terms of this Agreement, and the arbitrator’s authority is limited to Claims between you and CenturyLink alone. The arbitrator has no authority to join or consolidate Claims, or adjudicate joined or consolidated Claims, unless you and CenturyLink agree in writing. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the Mandatory Arbitration of Disputes provision are for the court to decide. The arbitrator’s decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction. The arbitrator can award the same damages and relief that a court can award, including the award of declaratory or injunctive relief; provided, however, that any declaratory or injunctive relief may only be in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim.
- (3) Costs of Arbitration. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought the Claim in court. We will be responsible for any additional arbitration fees. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. If the arbitration proceeding is decided in CenturyLink’s favor, you shall reimburse CenturyLink for the fees and costs advanced to you only up to the extent awardable in a judicial proceeding. If the arbitration proceeding is determined in your favor, you will not be required to reimburse CenturyLink for any fees and costs advanced by CenturyLink. If a party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorneys’ fees and costs incurred in that appeal. Notwithstanding anything to the contrary in this Mandatory Arbitration of Disputes provision, CenturyLink will pay all fees and costs that it is required by law to pay.
- (4) Changes. Notwithstanding any provision in this Agreement to the contrary, you agree that if CenturyLink makes any future change to this Dispute Resolution provision (other than a change to the Notice Address listed above) during the period of time that you are receiving Services, you may reject any such change by sending CenturyLink written notice within 30 days of receiving notice of the change. Your rejection notice must be sent to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No changes, however, that are made to this provision after either party has submitted a Notice of Dispute shall be effective as to your and CenturyLink’s pending dispute and/or arbitration.
- (5) Governing Law, Enforcement, and Waivers. The Federal Arbitration Act, and not state law, applies to this Dispute Resolution provision and its provisions and, governs all questions of whether a Claim is subject to arbitration. If any portion of this Dispute Resolution provision is determined to be invalid or unenforceable, the remainder of the provision remains in full force and effect. If for any reason, the above provisions on arbitration are held unenforceable or are found not to apply to a Claim, you and CenturyLink waive the right to a jury trial on your respective Claims, and waive any right to pursue any Claims on a class or consolidated basis or in a

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

### 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, hand-delivered to you, or distributed via email to the then-current 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 you have a dispute or want to provide notice to us related to any matter, you agree to notify CenturyLink customer service and provide all requested information, or write us at 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department. You agree that CenturyLink may contact you via email at the email address you provide to us when you use Payment Services or any subsequent email address you provide us. You will provide us with any changes to your email address by updating that address in the manner prescribed to you by CenturyLink.
- B. **Applicable Policies; Website, Acceptable Use and Privacy.** You agree to comply with applicable CenturyLink policies, including the CenturyLink Website User Agreement, CenturyLink Acceptable Use Policy, and CenturyLink Privacy Policy, all as posted to <http://www.centurylink.com/Pages/AboutUs/Legal> (or successor URL) and incorporated by this reference, when you use Payment Services. If you do not agree with the terms of any of these policies, do not use Payment Services. Payment Services utilize, in whole or in part, the public Internet and third party networks to transmit invoice information and your account and payment information. You acknowledge and understand that CenturyLink cannot guarantee that Payment Services are completely secure. CenturyLink is not liable for any lack of privacy which may be experienced with regard to the Payment Services. CenturyLink may, but is not obligated to, monitor the Payment Services for various purposes, and CenturyLink and its third-party vendors may access and use information regarding performance of Payment Services to perform maintenance, support, and other service-quality activities.
- C. **Unlawful, Abusive, or Fraudulent Purposes.** Payment Services will not be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using Services in a way that: (1) interferes with CenturyLink's ability to provide CenturyLink Products or Payment Services to CenturyLink customers, (2) avoids your obligation to pay for CenturyLink Products, (3) constitutes a criminal offense, (4) gives rise to a civil liability, or (5) otherwise violates any laws.
- D. **Account Security.** You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and 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 under your CenturyLink account, password, user ID, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. 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 CenturyLink account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to CenturyLink by contacting our customer service. You also agree to periodically change your passwords. You authorize CenturyLink to provide information about and to make changes to your CenturyLink account, including changes within Payment 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 Payment Services on your behalf, such as through the Internet. CenturyLink will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.
- E. **Other.** This Agreement contains the entire agreement between CenturyLink and you related to the Payment Services, and any other written or oral statements does 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.