

# Notice of Catalog Terms for CenturyLink Local Exchange Services in South Dakota

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 rate schedules or catalog pages that are located at [centurylinkserviceagreements.com](http://centurylinkserviceagreements.com) (the "Catalog Terms"). Most South Dakota 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, Line-Backer, Data-Backer, and Voice Mail) and (2) not governed by terms and conditions ("Tariffs") filed with the South Dakota Public Utilities Commission (the South Dakota Commission). Each of the Services is identified and described in the Catalog Terms. 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, state and 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:** **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, generally through a bill insert or a post card provided to you at least 30 days in advance of the change. Notice of rate decreases and changes in obligations/duties that benefit 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.

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 South Dakota Commission, CenturyLink may 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, its agents, servants and employees have no liability for direct, incidental or consequential damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the Service or associated facility (including the obtaining or furnishing of information in respect thereof or with respect to the customers or users of the Services or the facilities associated therewith) in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud or any other theories of liability.**

**Sole and Exclusive Remedy:** **As more particularly described in the Catalog Terms, the customer's sole and exclusive remedy due to an interruption or failure of the Services due to errors, mistakes, omission, interruption, failures, delays or defect or malfunctions of equipment or facilities, not due to the customer's fault or neglect (including power outages where the customer is responsible for providing power), is for CenturyLink to repair or replace any defective item. Upon timely notice and request by a customer (generally within 60 days of the outage), CenturyLink will credit the pro rata amount of the rate equal to the time during which the customer was unable to use the Services due to the errors, mistakes, omission, interruption, failures, delays or defect or malfunctions. The credit allowance applies only where the Services are substantially unusable for a significant portion of a day.**

**Damage to Customer Premises:** CenturyLink is not liable for defacement of or damage to customer's premises on account of any CenturyLink facility or equipment or caused by the installation or removal of a CenturyLink facility or equipment unless the defacement or damage is due to the negligence of CenturyLink.

**Directory Errors or Omissions:** Specific rules apply where CenturyLink makes an error or omission in your directory listings. Those rules are set out in the Catalog Terms and provide for a limited refund of the charges for the affected Services.

**Payment for Services:** CenturyLink bills for most Services in advance, and you must pay those bills on or before the "due by" date on the bill. All payments must be in a form or method satisfactory to CenturyLink. Some Services, such as Directory Assistance, Three-Way Calling, Call Trace, 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 South Dakota Commission. Generally, the Services subject to regulation by the South Dakota Commission will not be suspended or disconnected due to non-payment of charges from other providers or of charges for products that are not regulated by the South Dakota Commission. Further details are on the CenturyLink bill, in the Catalog Terms, and described in the rules of the South Dakota 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.

**Restriction on Use of Services:** Services must be used in accordance with applicable law and the provisions of the Catalog Terms. The Services may not be used in any way that does or might interfere with any service, feature or function provided to others or that could adversely affect CenturyLink's facilities. The customer indemnifies CenturyLink against all claims arising out of the act or omission of the customer or a user authorized by the customer in connection with the use of the Services, including claims of libel, slander, infringement of copyright and infringement of patent.

**Premises:** Consistent with industry standards and the Catalog Terms, customers authorize CenturyLink to use portions of their premises reasonably necessary to provide the Services and agree to cooperate with CenturyLink and provide reasonable access to, and the actual facilities needed to install, maintain, and repair the Services.

**Dispute Resolution:** Customers should review their billing for the Services promptly and advise CenturyLink of any perceived errors as soon as possible, generally within 60 days. Customers and CenturyLink shall deal with each other in good faith, and CenturyLink will promptly review and evaluate claims, disputes, and asserted errors that are referred to it. 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 continue to have the right to contact the South Dakota Commission with a complaint regarding the Services, CenturyLink and the Catalog Terms.

**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. Transfers of Services, the number, and the customer's account require the procedure established by CenturyLink to be 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, and existing customers may be required to pay a deposit or advance payment if payments are missed or delayed, or if they order additional Services as described in the Catalog Terms.

**Remember, the Catalog Terms contain all of the applicable terms and conditions and are a binding contract between CenturyLink and the customer. Review them at:** [centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html](http://centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html) or at 100 CenturyLink Drive Monroe, LA 71201.