

CenturyLink Communications, LLC  
PSC NO. 2 - TELEPHONE  
Competitive Local Exchange Carrier Service  
Effective Date: July 23, 2015

Section 2  
Leaf 7  
Revision: 0  
Superseding Revision:

## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.2 UNDERTAKING OF THE COMPANY

#### 2.2.3 LIABILITY OF THE COMPANY (Cont'd)

- F. The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.
- G. The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- H. In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- I. When a customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Tariff customer acknowledges and agrees with the release of information as described above.
- J. In conjunction with the Busy Line Verification and Interrupt Service, the customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- K. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

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Issued by: Chantel Mosby      Director - Tariffs, CenturyLink  
100 CenturyTel Drive, Monroe, LA 71203