

CenturyLink Communications, LLC
PSC NO. 3 - TELEPHONE
Grandfathered Local Exchange Service
Effective Date: July 23, 2015

Section 2
Leaf 3
Revision: 0
Superseding Revision:

SECTION 2 – REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.3 TERMS AND CONDITIONS (Cont'd)

- G. The customer agrees to return to the Company all Company-provided equipment delivered to the customer within five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to customer's failure to comply with this provision.

2.1.4. LIABILITY OF THE COMPANY

- A. The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, following. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, lost profits, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption of restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.6, following, the Company's liability, if any, shall be limited as provided herein.

Issued by: Chantel Mosby

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