

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of CenturyLink ) TRF Docket No. 90-9005-TP-TRF  
Communications, LLC Tariff Changes ) Case No. 14 - 0237 - **TP** - AMT  
) NOTE: Unless you have reserved a Case #, leave the "Case No" fields  
) BLANK.

Name of Registrant(s) CenturyLink Communications, LLC

DBA(s) of Registrant(s)

Address of Registrant(s) 100 CenturyLink Drive, Monroe, LA 71201

Company Web Address [www.centurylink.com](http://www.centurylink.com)

Regulatory Contact Person(s) Josh Motzer

Phone 614-221-5354

Fax 614-224-3902

Regulatory Contact Person's Email Address Josh.Motzer@centurylink.com

Contact Person for Annual Report Merri Haskins

Phone 303-992-4339

Address (if different from above) 1801 California Street, 3<sup>rd</sup> Floor, Denver, CO 80202

Consumer Contact Information CenturyLink Customer Service

Phone 800-860-1020

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings

<b>Carrier Type</b> <input type="checkbox"/> <b>Other</b> (explain below)	<input type="checkbox"/> <b>For Profit ILEC</b>	<input type="checkbox"/> <b>Not For Profit ILEC</b>	<b>X CLEC</b>
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <a href="#">1-6-14(F)</a> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <a href="#">1-6-14(F)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(F)(4)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(G)</a> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <a href="#">1-6-14(C)(1)(c)</a> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a> (0 day Notice)
<b>Other*</b> (explain) <u>Change the name of the issuing carrier on its CLEC tariff</u>			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

## Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

#### Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

#### AFFIDAVIT

##### *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, CenuryLink

, and am authorized to make this statement on its behalf.

Lawanna German  
(Name)

Please Check ALL that apply:

X I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

X I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) August 19, 2014 at (Location) Denver, CO

\*(Signature and Title)

Lawanna German  
Tariff Analyst III

(Date) August 19, 2014

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

#### VERIFICATION

I, Sharon Alvarado verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title)

Sharon Alvarado Tariff Manager

(Date)

August 19, 2014

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793  
Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

TRF Docket No. 90-9005-TP-TRF  
CenturyLink Communications, LLC  
(Tariff Name Change)

**Exhibit A:**  
Contains QCC's Existing PUCO Tariff #9

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**TERMS, CONDITIONS, RATES AND CHARGES**

Applying to the provision of

**BASIC LOCAL EXCHANGE SERVICES**

within the operating territory of

Qwest Communications Company, LLC d/b/a CenturyLink QCC

whether offered under that name, or the trade or brand name CenturyLink

n the State of

**OHIO**

Effective April 4, 2011, Qwest Communications Company, LLC registered the fictitious name CenturyLink QCC. Effective August 8, 2011, Qwest Communications Company, LLC began operating under the name CenturyLink QCC. As such, Qwest Communications Company, LLC d/b/a CenturyLink QCC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Ohio Public Utilities Commission, State of Ohio, by or adopted by Qwest Communications Company, LLC between January 2, 2009 and August 8, 2011.

By this notice, Qwest Communications Company, LLC d/b/a CenturyLink QCC also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Qwest Communications Company, LLC has heretofore filed with said Commission.

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ISSUED: June 17, 2011

EFFECTIVE: August 8, 2011

ISSUED BY: Chantel Mosby  
Director - Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

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## **1. APPLICATION AND REFERENCE**

### **1.1 APPLICATION OF TARIFF**

This Tariff contains the regulations and rates applicable to basic local exchange services and services under Ohio Rule 4901-6-6-11(A)1. furnished by Qwest Communications Company, LLC, d/b/a CenturyLink QCC hereinafter referred to as the Company, between and among points within the State of Ohio. The regulated services offered herein by Qwest Communications Company, LLC, d/b/a CenturyLink QCC, whether under that name, or the trade or brand name CenturyLink, are subject to the terms and conditions of this Tariff.

(C)

(C)

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ISSUED: June 17, 2011

EFFECTIVE: August 8, 2011

ISSUED BY: Chantel Mosby  
Director – Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

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**1. APPLICATION AND REFERENCE**

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**1. APPLICATION AND REFERENCE**

**1.3 EXPLANATION OF CHANGE SYMBOLS**

<b>SYMBOL</b>	<b>EXPLANATION</b>
(C)	To signify changed term or condition
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text but no change in rate, term or condition

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ISSUED: April 11, 2011

EFFECTIVE: May 25, 2011

ISSUED BY: Chantel Mosby  
Director - Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

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## 1. APPLICATION AND REFERENCE

### 1.4 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

The following list of trade names, trademarks and/or service marks which may be used for services offered in this Tariff are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. and are used by the Company with express permission. Trademark and service mark designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks are applicable.

(C)

(C)

Trade names, trademarks and service marks that are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. cannot be used by another party without authorization.

(N)

CENTURYLINK

CENTURYLINK™

CENTURYLINK<sup>SM</sup>

Tariffed service names which are preceded by QWEST® or “Qwest,” and price listed services which include “Qwest” as a part of the service marked or trademarked product name, may also be marketed and/or billed under the trade or brand name CenturyLink, or may be marketed and/or billed without any trade or brand name.

(N)

**MARK**

(C)

QWEST®

(C)

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## 2. GENERAL

This section is applicable to basic local exchange services and services under Ohio Rule 4901-6-6-11(A)1.

### 2.1 DEFINITIONS

#### Basic Local Exchange Service

Residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- Consists of all of the following services: (i) Local dial tone service; (ii) For residential end users, flat-rate telephone exchange service; (iii) Touch tone dialing service; (iv) Access to and usage of 9-1-1 services, where such services are available; (v) Access to operator services and directory assistance; (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings; (vii) Per call, caller identification blocking services; (viii) Access to telecommunications relay service; and (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

#### Customer

The individual, partnership, association, corporation, etc., who subscribes to basic local exchange service or services contained in Rule 4901-6-6-11(A)1 and is responsible for the payment of charges and compliance with the tariff rules, regulations and provisions set forth herein.

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ISSUED: April 11, 2011

EFFECTIVE: May 25, 2011

ISSUED BY: Chantel Mosby  
Director - Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

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## 2. GENERAL

### 2.1 DEFINITIONS (Cont'd)

#### Grandfathered Service

Service that is no longer offered to new applicants, but may continue for existing customers who had the service prior to a specific date.

#### Service Address

The service address is the location where the customer receives the Company provided service.

#### Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. A customer may not unreasonably refuse to accept service.

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## **2. GENERAL**

### **2.2 UNDERTAKING OF THE COMPANY**

#### **2.2.1 SCOPE**

- A. The Company undertakes to furnish basic local exchange service within the State of Ohio under the terms of this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services, which it provides.
- C. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those established for the service.
- F. The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to any individual customer but affect many customers' services. No specific advance notification period is applicable to ally service activities. The Company will work cooperatively with the customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

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ISSUED: April 11, 2011

EFFECTIVE: May 25, 2011

ISSUED BY: Chantel Mosby  
Director - Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

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**2. GENERAL**

**2.2 UNDERTAKING OF THE COMPANY (Cont'd)**

**2.2.2 LIMITATIONS**

- A. The furnishing of service under this Tariff is subject to the provisions of this Tariff and the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- B. The customer may not assign or transfer the use of services provided under this Tariff without the prior written consent of the Company.
- C. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- D. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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ISSUED: April 11, 2011

EFFECTIVE: May 25, 2011

ISSUED BY: Chantel Mosby  
Director - Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

## **2. GENERAL**

### **2.2 UNDERTAKING OF THE COMPANY (Cont'd)**

#### **2.2.3 LIABILITY OF THE COMPANY**

- A. Except as otherwise provided herein, no liability for indirect, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for 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 facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customer or users of the service or facilities) in the absence of willful and wanton conduct or gross negligence, 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.
- B. 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.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority, preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- E. The Company shall not be liable for any damages or losses due to the fault of negligence of the customer or due to the failure of malfunction of customer-provided equipment or facilities.

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ISSUED: April 11, 2011

EFFECTIVE: May 25, 2011

ISSUED BY: Chantel Mosby  
Director - Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

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## **2. GENERAL**

### **2.2 UNDERTAKING OF THE COMPANY**

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

- F. The Company shall be indemnified and held harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by the Company.
- G. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- H. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- I. 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.
- J. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

---

ISSUED: April 11, 2011

EFFECTIVE: May 25, 2011

ISSUED BY: Chantel Mosby  
Director - Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

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## **2. GENERAL**

### **2.2 UNDERTAKING OF THE COMPANY**

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

- K. The Company shall not be liable for the customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other customers.

If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service without liability.

L. With Respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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## **2. GENERAL**

### **2.2 UNDERTAKING OF THE COMPANY**

#### **2.2.3 LIABILITY OF THE COMPANY**

- L. With Respect to Emergency Number 911 Service: (Cont'd)
2. The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- M. 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.
- N. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- O. Neither the Company nor any of its agents, contractors or other persons retained by the Company shall be liable to any customer for: (i) any loss relating to or arising out of this agreement, whether in contract, tort or otherwise, that exceeds the amount the Company would have charged the applicable customer for the service that gave rise to such loss; and, (ii) any Consequential Damages (defined as indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done).

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**2. GENERAL**

**2.2 UNDERTAKING OF THE COMPANY (Cont'd)**

**2.2.4 TERMS AND CONDITIONS**

- A. Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
- B. This Tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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## **2. GENERAL**

### **2.3 ESTABLISHING AND FURNISHING SERVICE**

#### **2.3.1 APPLICATION FOR SERVICE**

##### **A. Refusal**

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied. The Company may refuse to furnish or may deny service to any person, business or entity on whose premises exists any telecommunications related facility which shows any evidence of tampering, manipulating, or operation, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges applicable to the service rendered. The Company may refuse to offer service where, in the Company's judgment, a service cannot reasonably be made available to a customer.

##### **B. Cancellations and Deferments**

When the Company advises a customer that ordered services are available on the requested due date, and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 calendar day grace period. If after 30 calendar days the customer still has not accepted service, the customer will be contacted and regular monthly billing for the ordered service shall begin if the customer requests that facilities continue to be held for their future use. Otherwise the facilities will be released for other service order activity, and cancellation charges (nonrecurring charges that would have applied had the service been installed) shall be applied.

##### **C. Use of Service**

###### **1. Limitation on Use**

Service is furnished to the customer for use only by the customer or by employees or representatives of the customer or by other users authorized by the customer. When the general service to the public is impaired or in the Company's opinion is reasonably likely to be impaired by a customer's use of exchange service, the Company shall have the right to require the customer to subscribe for and properly maintain as many additional access lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

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## **2. GENERAL**

### **2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

#### **2.3.2 OBLIGATION TO FURNISH SERVICE**

- A. Facilities and lines furnished by or through the Company on the premises of a customer, authorized user or agent of the customer are the property of the Company and are provided upon the condition that such facilities and lines must be installed, relocated, rearranged and maintained by the Company, and that the Company's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes, or upon termination or cancellation of the service, to remove such facilities and lines.
- B. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
- C. The Company's obligation to furnish service or to continue to furnish service is dependent on the customer's prompt payment record with the Company and its actual payments for existing service. For a new customer, it is based on credit worthiness, which will be determined in an equitable and nondiscriminatory manner.

#### **2.3.3 LIMITED COMMUNICATION**

The Company reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

#### **2.3.4 PAYMENT ARRANGEMENTS**

The customer is responsible for payment of all charges for services furnished by the Company to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.

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## **2. GENERAL**

### **2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

#### **2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED**

A. The Company may terminate service, with a seven (7) day notice, for the following reason:

1. Nonpayment

a. Any sum due the Company beyond the payment due date.

B. The Company may disconnect without notice for the following reasons:

1. Fraudulent Service

If the Company determines service was obtained fraudulently or without the authorization of the Company or is being used for, or suspected of being used for, fraudulent purposes.

2. If a safety condition exists that is immediately dangerous or hazardous to life, physical safety, or property.
3. Upon order by an appropriate court, the Commission or any other duly authorized public authority.
4. If service, having been properly disconnected, has been restored by someone not authorized by the Company and the original cause for disconnect has not been cured.
5. Violation of any Commission rule or effective tariff(s) that may adversely affect the safety of any person or the integrity of the Company's service.

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## **2. GENERAL**

### **2.3 ESTABLISHING AND FURNISHING SERVICE**

#### **2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED**

##### **B. (Cont'd)**

6. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the Company's service.
7. Failure of the customer to permit the Company reasonable access to its facilities.

##### **C. Nonrecurring Charge For Restoration of Service**

A reconnection fee per occurrence may be charged when service is re-established for customers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer's premises visit is required, an additional fee may be charged.

#### **2.3.8 INTERRUPTION OF SERVICE**

- A. After an interruption or outage of local service of more than 24 hours, the Company shall refund a portion of the monthly charge for the number of days without service.
- B. The allowance described above is not applicable when service is interrupted by the negligence or willful act of the customer to service or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the filed and effective tariff.

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## **2. GENERAL**

### **2.3 ESTABLISHING AND FURNISHING SERVICE**

#### **2.3.8 INTERRUPTION OF SERVICE (Cont'd)**

##### **C. Limitations On Allowances**

No credit allowance will be made for:

- interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- interruptions due to the negligence of any person other than the Company including, but not limited to, the customer or other common carriers connected to the Company's facilities;
- interruptions due to the failure or malfunction of non-Company equipment;
- interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- interruption of service due to circumstances or causes beyond the control of the Company.

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## **2. GENERAL**

### **2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

#### **2.3.9 OBLIGATIONS OF THE CUSTOMER**

- A. The customer shall be responsible for:
1. The payment of all applicable charges pursuant to this Tariff;
  2. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations; or by fire or theft or other casualty on the customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
  3. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.
  4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the customer from the cable building entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this Section prior to accepting any order for service.

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## **2. GENERAL**

### **2.3 ESTABLISHING AND FURNISHING SERVICE**

#### **2.3.9 OBLIGATIONS OF THE CUSTOMER**

- A. The customer shall be responsible for: (Cont'd)
5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
  6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible.
  7. Granting or obtaining permission for Company agents or employees to enter the premises of the customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
  8. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
  9. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company the customer. No allowance for interruptions in service will be made for the period during which services is interrupted for such purpose.

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

- B. With respect to any service or facility provided by the Company, customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys fees for:
1. Any loss, destruction of damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees or either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of customer, its employees, agents, representatives or invitees; or
  2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between customer and Company or this Tariff.
- C. The customer is responsible for providing and maintaining any terminal equipment on the customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.3.8, preceding, is not applicable.

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

**2.3.10 NOTICES AND COMMUNICATIONS**

- A. The customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the customer shall mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, or bill with the US Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by the Addressee, whichever occurs first.
- D. The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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## **2. GENERAL**

### **2.4 BILLING AND PAYMENT FOR SERVICE**

#### **2.4.1 PAYMENT FOR SERVICE**

The customer is responsible for payment of all charges for services furnished by the Company to the customer or its Joint or Authorized Users. Objections should be received by the Company within 60 days after statement of account is rendered. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company nonrecurring charge is specific, those charges may be passed on to the customer.

#### **2.4.2 BILLING AND COLLECTION OF CHARGES**

Bills will be rendered monthly to customer.

- A. All service, installation, monthly recurring, and non-recurring charges are due and payable upon receipt.
- B. The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which such service is provided.
- C. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.
- D. Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a customer to pay its bills, the Company may require that the customer pay its bills within 14 mailing days after written notice or 14 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.

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## **2. GENERAL**

### **2.4 BILLING AND PAYMENT FOR SERVICE**

#### **2.4.2 BILLING AND COLLECTION OF CHARGES (Cont'd)**

- E. Charges for local exchange service and facilities are billed in advance. Payment is due as required by statute or state administrative rules. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for local exchange service and facilities furnished at the customer's request. The Company shall utilize credit policies and reasonable and equitable methods in its debt collection practices as specified by state and federal government regulations.
- F. Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. A late payment charge not to exceed the rate of 1.50% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), may accrue upon any unpaid amount commencing five days after the date the payment is past due. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

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## **2. GENERAL**

### **2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)**

#### **2.4.3 DISPUTED BILLS**

The customer should notify the Company of any disputed items on a bill within 60 days of receipt of the bill. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.

Customer can contact the Commission at:

Public Interest Center  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-3793

The customer may also contact the Commission via email at [www.puco.ohio.gov](http://www.puco.ohio.gov) or by toll-free at 1-800-686-7826 or for TDD-TTY at 1-800-686-1570.

- A. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- B. The date of the resolution is the date the Company completes its investigation and notifies the customer of the disposition of the dispute.

#### **2.4.4 ADVANCE PAYMENT**

To safeguard its interests, the Company may require the customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case.

The Advance Payment will not exceed any amount equal to the nonrecurring charge(s) and one month's charges for the service to facility. An Advance Payment may be required in addition to a deposit.

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## **2. GENERAL**

### **2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)**

#### **2.4.5 DEPOSITS**

##### **A. Deposits From Applicants For Service and Present Customers**

1. Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to provide a deposit to the Company.
2. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed one month's charges for service or facility, plus 30%.

In addition, the Company shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. The Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the customer's compliance with this request.

- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the customer's account.

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## **2. GENERAL**

### **2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)**

#### **2.4.6 DISCONTINUANCE OF SERVICE**

- A. Upon non payment of any amounts owing to the Company, the Company may, by giving seven (7) days prior written notice served personally upon the customer; seven (7) days written notice in postpaid wrapper; or seven (7) days after the customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the customer, discontinue or suspend service without incurring any liability, if such violation continued during the 30 day period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.
- D. Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge and involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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## **2. GENERAL**

### **2.4 BILLING AND PAYMENT FOR SERVICE**

#### **2.4.6 DISCONTINUANCE OF SERVICE (Cont'd)**

- F. The Company may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability.
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
    - a. The customer refuses to furnish information to the Company regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
    - b. The customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
    - c. The customer has been given written notices by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the customer either subscribes or has subscribed to used; or
    - d. The customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
      - Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this Tariff; or
      - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
      - Any other fraudulent means or devices; or
    - e. Use of Service in such a manner as to interfere with the services of other users; or
    - f. Use of service for unlawful purposes.

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## **2. GENERAL**

### **2.4 BILLING AND PAYMENT FOR SERVICE**

#### **2.4.6 DISCONTINUANCE OF SERVICE**

##### **F. (Cont'd)**

2. Immediately upon written notice to the customer of any sum thirty (30) days past due;
3. Upon ten (10) days written notice to the customer, after failure of the customer to comply with a request made by the Company for security for the payment of service; or
4. Ten (10) days after sending the customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within the ten (10) day period; or
5. Upon seven (7) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

G. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

H. Upon the Company's discontinuance of service to the customer, all applicable charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

#### **2.4.7 INTEREST ON CUSTOMER OVERPAYMENTS**

A customer who makes a payment to the Company in excess of the correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

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**2. GENERAL**

**2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)**

**2.4.8 SPECIAL TAXES, FEES, CHARGES**

Any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its local exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company, or may require collection of such taxes, fees and charges by the Company.

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### 3. NONRECURRING CHARGES

#### 3.1 MISCELLANEOUS NONRECURRING CHARGES

##### 3.1.1 PRESUBSCRIPTIONS-2 (PIC-2)

PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in the attached Price List will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation. InterLATA Presubscription is available pursuant to QCC's Rates and Services Schedule Interstate No. 3.

A. Charges:

	MAXIMUM	ACTUAL
• Per business line, trunk or port[1]		
- Manual PIC Change Charge	\$5.50	\$5.50
- Electronic PIC Change Charge	1.25	1.25

[1] One-half of the intraLATA PIC Change Charge will be waived when the intraLATA PIC is changed simultaneously with the interLATA PIC.

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**4. RESERVED FOR FUTURE USE**

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ISSUED: April 11, 2011

EFFECTIVE: May 25, 2011

ISSUED BY: Chantel Mosby  
Director - Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

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**104. OBSOLETE BUSINESS SERVICE OFFERINGS**

**104.1 EMERGENCY SERVICES**

Both Basic and Enhanced 911 (E911) allow customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

A. Charges

- Basic/Enhanced Pass through of Municipality charge

**104.2 TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A customer will be able to access the state provider(s) to complete such calls.

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**104. OBSOLETE BUSINESS SERVICE OFFERINGS**

**104.3 LOCAL EXCHANGE SERVICE**

**104.3.1 LOCAL LINE**

Local Line provides the customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

- A. Local Line Rates and Charges: A local customer will be charged applicable Nonrecurring Charges, Monthly Recurring Charges and usage charges as set forth following.

1. Nonrecurring Charges:

**RATE**

- Connection Charges:
- Line (Loop Start) with Touch Tone:
  - Area B – Add'l line \$10.00
  - Area C - Add'l line 10.00
  - Area D - Add'l line 10.00
- Line (Loop Start) without Touch Tone:
  - Add'l line 10.00

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TRF Docket No. 90-9005-TP-TRF  
CenturyLink Communications, LLC  
(Tariff Name Change)

**Exhibit B:**

Contains CenturyLink Communications, LLC (“CLC”) PUCO Tariff #1

This CLC PUCO Tariff #1 replaces the QCC PUCO Tariff #9 in its entirety.

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**TERMS, CONDITIONS, RATES AND CHARGES**

Applying to the provision of

**BASIC LOCAL EXCHANGE SERVICES**

within the operating territory of

CenturyLink Communications, LLC

whether offered under that name, or the trade or brand name CenturyLink

in the State of

**OHIO**

Effective September 21, 2014, this Tariff CenturyLink Communications, LLC Ohio Tariff No. 1 cancels in its entirety the Qwest Communications Company, LLC d/b/a CenturyLink QCC Ohio Tariff No. 9.

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EFFECTIVE: September 21, 2014

ISSUED BY: Chantel Mosby  
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**1. APPLICATION AND REFERENCE**

**1.1 APPLICATION OF TARIFF**

This Tariff contains the regulations and rates applicable to basic local exchange services and services under Ohio Rule 4901-6-6-11(A)1. furnished by CenturyLink Communications, LLC, (CLC), hereinafter referred to as the Company, between and among points within the State of Ohio. The regulated services offered herein by CenturyLink Communications, LLC, (CLC), whether under that name, or the trade or brand name CenturyLink, are subject to the terms and conditions of this Tariff.

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**1. APPLICATION AND REFERENCE**

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**1. APPLICATION AND REFERENCE**

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**1. APPLICATION AND REFERENCE**

**1.3 EXPLANATION OF CHANGE SYMBOLS**

<b>SYMBOL</b>	<b>EXPLANATION</b>
(C)	To signify changed term or condition
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text but no change in rate, term or condition

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**1. APPLICATION AND REFERENCE**

**1.4 TRADEMARKS, SERVICE MARKS AND TRADE NAMES**

The following list of trade names, trademarks and/or service marks which may be used for services offered in this Tariff are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. and are used by the Company with express permission. Trademark and service mark designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks are applicable.

Trade names, trademarks and service marks that are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. cannot be used by another party without authorization.

CENTURYLINK

CENTURYLINK<sup>TM</sup>

CENTURYLINK<sup>SM</sup>

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## 2. GENERAL

This section is applicable to basic local exchange services and services under Ohio Rule 4901-6-6-11(A)1.

### 2.1 DEFINITIONS

#### Basic Local Exchange Service

Residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- Consists of all of the following services: (i) Local dial tone service; (ii) For residential end users, flat-rate telephone exchange service; (iii) Touch tone dialing service; (iv) Access to and usage of 9-1-1 services, where such services are available; (v) Access to operator services and directory assistance; (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings; (vii) Per call, caller identification blocking services; (viii) Access to telecommunications relay service; and (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

#### Customer

The individual, partnership, association, corporation, etc., who subscribes to basic local exchange service or services contained in Rule 4901-6-6-11(A)1 and is responsible for the payment of charges and compliance with the tariff rules, regulations and provisions set forth herein.

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## 2. GENERAL

### 2.1 DEFINITIONS (Cont'd)

#### Grandfathered Service

Service that is no longer offered to new applicants, but may continue for existing customers who had the service prior to a specific date.

#### Service Address

The service address is the location where the customer receives the Company provided service.

#### Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. A customer may not unreasonably refuse to accept service.

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## **2. GENERAL**

### **2.2 UNDERTAKING OF THE COMPANY**

#### **2.2.1 SCOPE**

- A. The Company undertakes to furnish basic local exchange service within the State of Ohio under the terms of this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services, which it provides.
- C. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those established for the service.
- F. The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to any individual customer but affect many customers' services. No specific advance notification period is applicable to ally service activities. The Company will work cooperatively with the customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

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---

**2. GENERAL**

**2.2 UNDERTAKING OF THE COMPANY (Cont'd)**

**2.2.2 LIMITATIONS**

- A. The furnishing of service under this Tariff is subject to the provisions of this Tariff and the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- B. The customer may not assign or transfer the use of services provided under this Tariff without the prior written consent of the Company.
- C. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- D. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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## **2. GENERAL**

### **2.2 UNDERTAKING OF THE COMPANY (Cont'd)**

#### **2.2.3 LIABILITY OF THE COMPANY**

- A. Except as otherwise provided herein, no liability for indirect, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for 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 facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customer or users of the service or facilities) in the absence of willful and wanton conduct or gross negligence, 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.
- B. 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.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority, preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- E. The Company shall not be liable for any damages or losses due to the fault of negligence of the customer or due to the failure of malfunction of customer-provided equipment or facilities.

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**2. GENERAL**

**2.2 UNDERTAKING OF THE COMPANY**

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

- F. The Company shall be indemnified and held harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by the Company.
- G. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- H. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- I. 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.
- J. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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## 2. GENERAL

### 2.2 UNDERTAKING OF THE COMPANY

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

- K. The Company shall not be liable for the customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other customers.

If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service without liability.

L. With Respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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**2. GENERAL**

**2.2 UNDERTAKING OF THE COMPANY**

**2.2.3 LIABILITY OF THE COMPANY**

**L. With Respect to Emergency Number 911 Service: (Cont'd)**

2. The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- M. 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.
- N. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- O. Neither the Company nor any of its agents, contractors or other persons retained by the Company shall be liable to any customer for: (i) any loss relating to or arising out of this agreement, whether in contract, tort or otherwise, that exceeds the amount the Company would have charged the applicable customer for the service that gave rise to such loss; and, (ii) any Consequential Damages (defined as indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done).

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**2. GENERAL**

**2.2 UNDERTAKING OF THE COMPANY (Cont'd)**

**2.2.4 TERMS AND CONDITIONS**

- A. Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
- B. This Tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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## **2. GENERAL**

### **2.3 ESTABLISHING AND FURNISHING SERVICE**

#### **2.3.1 APPLICATION FOR SERVICE**

##### **A. Refusal**

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied. The Company may refuse to furnish or may deny service to any person, business or entity on whose premises exists any telecommunications related facility which shows any evidence of tampering, manipulating, or operation, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges applicable to the service rendered. The Company may refuse to offer service where, in the Company's judgment, a service cannot reasonably be made available to a customer.

##### **B. Cancellations and Deferments**

When the Company advises a customer that ordered services are available on the requested due date, and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 calendar day grace period. If after 30 calendar days the customer still has not accepted service, the customer will be contacted and regular monthly billing for the ordered service shall begin if the customer requests that facilities continue to be held for their future use. Otherwise the facilities will be released for other service order activity, and cancellation charges (nonrecurring charges that would have applied had the service been installed) shall be applied.

##### **C. Use of Service**

###### **1. Limitation on Use**

Service is furnished to the customer for use only by the customer or by employees or representatives of the customer or by other users authorized by the customer. When the general service to the public is impaired or in the Company's opinion is reasonably likely to be impaired by a customer's use of exchange service, the Company shall have the right to require the customer to subscribe for and properly maintain as many additional access lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

**2.3.2 OBLIGATION TO FURNISH SERVICE**

- A. Facilities and lines furnished by or through the Company on the premises of a customer, authorized user or agent of the customer are the property of the Company and are provided upon the condition that such facilities and lines must be installed, relocated, rearranged and maintained by the Company, and that the Company's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes, or upon termination or cancellation of the service, to remove such facilities and lines.
- B. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
- C. The Company's obligation to furnish service or to continue to furnish service is dependent on the customer's prompt payment record with the Company and its actual payments for existing service. For a new customer, it is based on credit worthiness, which will be determined in an equitable and nondiscriminatory manner.

**2.3.3 LIMITED COMMUNICATION**

The Company reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

**2.3.4 PAYMENT ARRANGEMENTS**

The customer is responsible for payment of all charges for services furnished by the Company to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

**2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED**

A. The Company may terminate service, with a seven (7) day notice, for the following reason:

1. Nonpayment

a. Any sum due the Company beyond the payment due date.

B. The Company may disconnect without notice for the following reasons:

1. Fraudulent Service

If the Company determines service was obtained fraudulently or without the authorization of the Company or is being used for, or suspected of being used for, fraudulent purposes.

2. If a safety condition exists that is immediately dangerous or hazardous to life, physical safety, or property.

3. Upon order by an appropriate court, the Commission or any other duly authorized public authority.

4. If service, having been properly disconnected, has been restored by someone not authorized by the Company and the original cause for disconnect has not been cured.

5. Violation of any Commission rule or effective tariff(s) that may adversely affect the safety of any person or the integrity of the Company's service.

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED**

**B. (Cont'd)**

6. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the Company's service.
7. Failure of the customer to permit the Company reasonable access to its facilities.

**C. Nonrecurring Charge For Restoration of Service**

A reconnection fee per occurrence may be charged when service is re-established for customers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer's premises visit is required, an additional fee may be charged.

**2.3.8 INTERRUPTION OF SERVICE**

- A. After an interruption or outage of local service of more than 24 hours, the Company shall refund a portion of the monthly charge for the number of days without service.
- B. The allowance described above is not applicable when service is interrupted by the negligence or willful act of the customer to service or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the filed and effective tariff.

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.8 INTERRUPTION OF SERVICE (Cont'd)**

C. Limitations On Allowances

No credit allowance will be made for:

- interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- interruptions due to the negligence of any person other than the Company including, but not limited to, the customer or other common carriers connected to the Company's facilities;
- interruptions due to the failure or malfunction of non-Company equipment;
- interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- interruption of service due to circumstances or causes beyond the control of the Company.

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ISSUED: August 20, 2014

EFFECTIVE: September 21, 2014

ISSUED BY: Chantel Mosby  
Director - Tariffs  
CenturyLink  
100 CenturyTel Drive  
Monroe, LA 71203

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

**2.3.9 OBLIGATIONS OF THE CUSTOMER**

- A. The customer shall be responsible for:
1. The payment of all applicable charges pursuant to this Tariff;
  2. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations; or by fire or theft or other casualty on the customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
  3. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.
  4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the customer from the cable building entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this Section prior to accepting any order for service.

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.9 OBLIGATIONS OF THE CUSTOMER**

A. The customer shall be responsible for: (Cont'd)

5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible.
7. Granting or obtaining permission for Company agents or employees to enter the premises of the customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
8. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
9. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company the customer. No allowance for interruptions in service will be made for the period during which services is interrupted for such purpose.

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

- B. With respect to any service or facility provided by the Company, customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys fees for:
1. Any loss, destruction of damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees or either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of customer, its employees, agents, representatives or invitees; or
  2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between customer and Company or this Tariff.
- C. The customer is responsible for providing and maintaining any terminal equipment on the customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.3.8, preceding, is not applicable.

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**2. GENERAL**

**2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

**2.3.10 NOTICES AND COMMUNICATIONS**

- A. The customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the customer shall mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, or bill with the US Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by the Addressee, whichever occurs first.
- D. The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**2. GENERAL**

**2.4 BILLING AND PAYMENT FOR SERVICE**

**2.4.1 PAYMENT FOR SERVICE**

The customer is responsible for payment of all charges for services furnished by the Company to the customer or its Joint or Authorized Users. Objections should be received by the Company within 60 days after statement of account is rendered. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company nonrecurring charge is specific, those charges may be passed on to the customer.

**2.4.2 BILLING AND COLLECTION OF CHARGES**

Bills will be rendered monthly to customer.

- A. All service, installation, monthly recurring, and non-recurring charges are due and payable upon receipt.
- B. The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which such service is provided.
- C. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.
- D. Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a customer to pay its bills, the Company may require that the customer pay its bills within 14 mailing days after written notice or 14 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.

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**2. GENERAL**

**2.4 BILLING AND PAYMENT FOR SERVICE**

**2.4.2 BILLING AND COLLECTION OF CHARGES (Cont'd)**

- E. Charges for local exchange service and facilities are billed in advance. Payment is due as required by statute or state administrative rules. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for local exchange service and facilities furnished at the customer's request. The Company shall utilize credit policies and reasonable and equitable methods in its debt collection practices as specified by state and federal government regulations.
- F. Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. A late payment charge not to exceed the rate of 1.50% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), may accrue upon any unpaid amount commencing five days after the date the payment is past due. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

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## **2. GENERAL**

### **2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)**

#### **2.4.3 DISPUTED BILLS**

The customer should notify the Company of any disputed items on a bill within 60 days of receipt of the bill. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.

Customer can contact the Commission at:

Public Interest Center  
The Public Utilities Commission of Ohio  
180 Each Broad Street  
Columbus, Ohio 43215-3793

The customer may also contact the Commission via email at [www.puco.ohio.gov](http://www.puco.ohio.gov) or by toll-free at 1-800-686-7826 or for TDD-TTY at 1-800-686-1570.

- A. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- B. The date of the resolution is the date the Company completes its investigation and notifies the customer of the disposition of the dispute.

#### **2.4.4 ADVANCE PAYMENT**

To safeguard its interests, the Company may require the customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case.

The Advance Payment will not exceed any amount equal to the nonrecurring charge(s) and one month's charges for the service to facility. An Advance Payment may be required in addition to a deposit.

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**2. GENERAL**

**2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)**

**2.4.5 DEPOSITS**

A. Deposits From Applicants For Service and Present Customers

1. Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to provide a deposit to the Company.
2. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed one month's charges for service or facility, plus 30%.

In addition, the Company shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. The Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the customer's compliance with this request.

- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the customer's account.

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**2. GENERAL**

**2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)**

**2.4.6 DISCONTINUANCE OF SERVICE**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving seven (7) days prior written notice served personally upon the customer; seven (7) days written notice in postpaid wrapper; or seven (7) days after the customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the customer, discontinue or suspend service without incurring any liability, if such violation continued during the 30 day period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.
- D. Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge and involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**2. GENERAL**

**2.4 BILLING AND PAYMENT FOR SERVICE**

**2.4.6 DISCONTINUANCE OF SERVICE (Cont'd)**

- F. The Company may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability.
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
    - a. The customer refuses to furnish information to the Company regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
    - b. The customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
    - c. The customer has been given written notices by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the customer either subscribes or has subscribed to used; or
    - d. The customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
      - Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this Tariff; or
      - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
      - Any other fraudulent means or devices; or
    - e. Use of Service in such a manner as to interfere with the services of other users; or
    - f. Use of service for unlawful purposes.

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**2. GENERAL**

**2.4 BILLING AND PAYMENT FOR SERVICE**

**2.4.6 DISCONTINUANCE OF SERVICE**

F. (Cont'd)

2. Immediately upon written notice to the customer of any sum thirty (30) days past due;
3. Upon ten (10) days written notice to the customer, after failure of the customer to comply with a request made by the Company for security for the payment of service; or
4. Ten (10) days after sending the customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within the ten (10) day period; or
5. Upon seven (7) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

G. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

H. Upon the Company's discontinuance of service to the customer, all applicable charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

**2.4.7 INTEREST ON CUSTOMER OVERPAYMENTS**

A customer who makes a payment to the Company in excess of the correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

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**2. GENERAL**

**2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)**

**2.4.8 SPECIAL TAXES, FEES, CHARGES**

Any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its local exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company, or may require collection of such taxes, fees and charges by the Company.

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### 3. NONRECURRING CHARGES

#### 3.1 MISCELLANEOUS NONRECURRING CHARGES

##### 3.1.1 PRESUBSCRIPTIONS-2 (PIC-2)

PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in the attached Price List will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation. InterLATA Presubscription is available pursuant to the Company's Rates and Services Schedule.

A. Charges:

	MAXIMUM	ACTUAL
• Per business line, trunk or port[1]		
- Manual PIC Change Charge	\$5.50	\$5.50
- Electronic PIC Change Charge	1.25	1.25

[1] One-half of the intraLATA PIC Change Charge will be waived when the intraLATA PIC is changed simultaneously with the interLATA PIC.

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**4. RESERVED FOR FUTURE USE**

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**104. OBSOLETE BUSINESS SERVICE OFFERINGS**

**104.1 EMERGENCY SERVICES**

Both Basic and Enhanced 911 (E911) allow customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

A. Charges

- Basic/Enhanced Pass through of Municipality charge

**104.2 TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A customer will be able to access the state provider(s) to complete such calls.

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**104. OBSOLETE BUSINESS SERVICE OFFERINGS**

**104.3 LOCAL EXCHANGE SERVICE**

**104.3.1 LOCAL LINE**

Local Line provides the customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

- A. Local Line Rates and Charges: A local customer will be charged applicable Nonrecurring Charges, Monthly Recurring Charges and usage charges as set forth following.

1. Nonrecurring Charges:

**RATE**

- Connection Charges:
- Line (Loop Start) with Touch Tone:
  - Area B – Add'l line \$10.00
  - Area C - Add'l line 10.00
  - Area D - Add'l line 10.00
- Line (Loop Start) without Touch Tone:
  - Add'l line 10.00

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**Exhibit C:**

Effective September 21, 2014, CenturyLink requests that the existing QCC Competitive Local Services PUCO Tariff #9 be replaced in its entirety with the CenturyLink Communications, LLC PUCO Tariff #1 without changes to rates, terms, conditions, offerings, or processes. The restructure is seamless and transparent to, and has no effect on, CenturyLink customers.

TRF Docket No. 90-9005-TP-TRF  
CenturyLink Communications, LLC  
(Tariff Name Change)

## **Exhibit D:**


### **Customer Notice**

Beginning with your March or April invoice, you'll see that the CenturyLink company providing your long distance or CLEC services changes to CenturyLink Communications, LLC. This is the result of an internal reorganization only and no action is required of you. There will be no change to your current services, rates, terms and conditions. For questions, please call the telephone number printed on your bill, contact your account representative, or visit [www.centurylink.com/namechange](http://www.centurylink.com/namechange).

## CUSTOMER NOTICE AFFIDAVIT

### Affidavit

I, Sharon Alvarado, am an authorized agent of the applicant corporation, CenturyLink Communications, LLC, and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit was sent to affected customers through a bill message beginning on January 20, 2014, in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Signature 

Date: August 19, 2014

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**8/20/2014 11:06:29 AM**

**in**

**Case No(s). 90-9005-TP-TRF**

Summary: Tariff Effective September 21, 2014, CenturyLink requests that the existing QCC Competitive Local Services PUCO Tariff #9 be replaced in its entirety with the CenturyLink Communications, LLC PUCO Tariff #1 without changes to rates, terms, conditions, offerings, or processes. The restructure is seamless and transparent to, and has no effect on, CenturyLink customers. electronically filed by Ms. Lawanna German on behalf of CenturyLink Communications, LLC