

## CENTURYLINK ZONE™ USER AGREEMENT TERMS OF SERVICE

### Acceptance of Terms

Please read the legal terms and conditions relating to your purchase of Digital Items (defined below) from this CenturyLink content site (the "Site") in the scroll box below (the "Terms of Service"). The Terms of Service may also be found at [qwest.centurylink.com/legal](http://qwest.centurylink.com/legal). CenturyLink shall have the right at any time to change or modify the Terms of Service or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Site or by electronic mail. Any use of the Site by you (you, and any other person who purchases the Content under your account), a ("User") after such notice shall be deemed acceptance by you or User of such changes, modifications or additions. The Terms of Service do not alter in any way the terms or conditions of any other written or online agreement you may have with CenturyLink.

Your click on the radio button labeled "I accept the Terms of Service" is an electronic signature and acknowledges: (1) you agree the Terms of Service contain the terms under which Digital Items are offered and provided to you, (2) you understand and agree to such terms (even if you don't read them), (3) you represent that you are at least 18 years of age, and (4) you agree that your continued use of the Site after your initial acceptance of the Terms of Service will constitute acceptance of the then current Terms of Service. Federal and some state laws provide for certain disclosures, and the relevant language from the federal act is in this scroll box or at [qwest.centurylink.com/legal/electronic signatures.html](http://qwest.centurylink.com/legal/electronic signatures.html). You may get a paper copy of these Terms of Service free of charge by printing them from [qwest.centurylink.com/legal](http://qwest.centurylink.com/legal). CenturyLink does not otherwise provide you with a paper copy. A standard connection to the Internet/World Wide Web, a device that sends and accepts standard email, and a software program that permits you to display standard internet websites are the only hardware/software that we know of that are needed to communicate with CenturyLink and access this information in electronic form. If you do not agree to the Terms of Service in their entirety without modification, click the "Cancel" button to discontinue the acceptance of the Terms of Service, and please do not use the Site. If you are less than 18 years of age, your parent or legal guardian must consent to your use of this Site and accept these Terms of Service on your behalf as set forth in "Registration and Account Activation" below; if they do not, you may not use this Site.

### Registration and Account Activation

You acknowledge and agree that you may only order and access previous purchases from this Site if you already purchase CenturyLink™ High-Speed Internet service. You will be CenturyLink's sole customer of record and all billing and payment obligations will be solely between you and CenturyLink.

### Billing

You will be billed for purchases from the Site on the same bill you receive for your CenturyLink High-Speed Internet® Service. You agree that the terms and conditions of the applicable CenturyLink High-Speed Internet Subscriber Agreement relating to billing are incorporated herein by reference, and apply to your purchases from the Site.

### Acceptable Use

All use of the Site shall comply with CenturyLink's Acceptable Use Policy, a copy of which can be found at [qwest.centurylink.com/legal/usagePolicy.html](http://qwest.centurylink.com/legal/usagePolicy.html).

### Privacy

All users of the Site shall be familiar with CenturyLink's Privacy Policy, found at <http://www.centurylink.com/Pages/AboutUs/Legal/PrivacyPolicy>. By using this Site, you represent and agree that you have read and understood the Privacy Policy.

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CenturyLink has designated an agent to receive notifications of alleged copyright infringement under the Digital Millennium Copyright Act (DMCA). If you would like to file a DMCA notification, please complete and submit a [DMCA Infringement Notification Form](#). Subscribers who feel that a DMCA infringement notification was filed in connection with their account in error may complete and submit a [DMCA Infringement Counter Notification Form](#). The completed forms will automatically be sent to the designated agent.

CenturyLink handles all DMCA notifications it receives in accordance with its established procedures. Given the large volume of such notifications it processes, CenturyLink does not respond to status inquiries made in connection with any individual notification or series of notifications.

### **Content and Liability Disclaimer**

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### **International/Export**

Customer will comply fully with all export and re-export controls under U.S. Export Administration Regulations and/or the relevant export control laws and regulations of any other applicable jurisdiction (collectively, "Export Controls"). Customer acknowledges that certain software data which may be provided hereunder may be subject to such Export Controls.

Customer will defend, indemnify and hold harmless CenturyLink, its affiliates, and contractors from any and all damages, claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to any violation of any laws or regulations, including Export Controls.

All information, materials and technology downloaded from this Site by you may be subject to U.S. export controls, including the Export Administration Act and the Export Administration Regulations and may be subject to export or import regulations in other countries. You are responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by law, you agree not to export or re-export to any country, or to any person, entity, or end-user subject to the U.S. export controls, including without limitation persons or entities listed on the U.S. Department of Commerce Bureau of Export

Administration's Denied Parties List and the U.S. Department of the Treasury's Specially Designated nationals.

### **Contributions**

Any comments, suggestions or other information sent to CenturyLink are provided without restriction or obligation on CenturyLink and will not be held in confidence.

### **Consent to Monitoring**

CenturyLink is under no obligation to monitor the material residing on or transmitted to this Site. However, anyone using this Site agrees that CenturyLink may monitor the server contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) operate the Site properly or protect itself and its users. CenturyLink reserves the right to modify, reject, or eliminate any material residing on or transmitted to the Site that it, in its sole discretion, believes is unacceptable or in violation of the law or these terms and conditions.

CenturyLink systems and applications with access control may be used ONLY by authorized users. User processing activities will be monitored for administrative and security purposes. Anyone using these systems or applications expressly consents to such monitoring and to the use of any evidence of unauthorized access, use or modification for criminal prosecution.

### **Disclaimer of Warranties**

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Some states do not allow the exclusion or limitation of implied warranties, so the above disclaimers and exclusions may not apply to you.

### **Indemnity**

You agree to defend, indemnify and hold harmless CenturyLink, its parent corporation, subsidiaries, affiliates, officers, directors, employees, third-party suppliers and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that you caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Site.

## **Limitation of Liability**

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YOU SPECIFICALLY ACKNOWLEDGE THAT CENTURYLINK SHALL NOT BE LIABLE FOR THE CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOU AND CENTURYLINK AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may not apply to you. UNDER NO CIRCUMSTANCES SHALL CENTURYLINK BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING ONE THOUSAND DOLLARS (\$1000.00).

The Site is controlled and offered by CenturyLink from its facilities in the United States of America. CenturyLink makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so of their own volition, and at their own risk, and are responsible for compliance with local law.

## **Term and Termination**

Either CenturyLink or you may terminate this Agreement at any time. Without limiting the foregoing, CenturyLink shall have the right to immediately terminate your use in the event of any conduct by a User which CenturyLink, in its sole discretion, considers to be unacceptable, or in the event of any breach by a User of this Agreement. The provisions of those sections of this Agreement that should by their nature survive termination of this Agreement shall so survive.

## **Notices**

CenturyLink may provide you with notices regarding the Site or these Terms of Service by regular mail, email, or postings to this Site.

## **Dispute Resolution**

Any dispute arising out of, or relating to, this Site shall be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. The costs of the arbitration, including the arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction. If a party is required to enforce compliance with this Section (including non-payment of an award), then the non-complying party shall reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys' fees).

**Choice of Law**

You agree that: (i) the Site shall be deemed solely based in Colorado; and (ii) the Site shall be deemed a passive website that does not give rise to personal jurisdiction over CenturyLink, either specific or general, in jurisdictions other than Colorado. These Terms of Service will be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to its conflict of laws provisions or your actual state or country of residence. The parties agree to submit to the personal and exclusive jurisdiction of the courts located in the City of Denver, Colorado.

**Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CenturyLink without restriction.

**General**

Without limiting the foregoing, under no circumstances shall CenturyLink be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

These Terms of Service together with any other legal notices published by CenturyLink on the Site constitute the entire agreement between you and CenturyLink with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service by a party will be effective only if in writing and signed by a party. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and CenturyLink's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.

**Relevant Language of Electronic Signature Laws**

Section 101(c) of the Electronic Signatures in Global and National Commerce Act [15 USC Section 7001 et seq.] provides:

(1) Consent to electronic records. Notwithstanding subsection (a), if a statute, regulation, or other rule of law requires that information relating to a transaction or transactions in or affecting interstate or foreign commerce be provided or made available to a consumer in writing, the use of an electronic record to provide or make available (whichever is required) such information satisfies the requirement that such information be in writing if:

(A) the consumer has affirmatively consented to such use and has not withdrawn such consent;

(B) the consumer, prior to consenting, is provided with a clear and conspicuous statement:

(i) informing the consumer of (I) any right or option of the consumer to have the record provided or made available on paper or in non-electronic form, and (II) the right of the consumer to withdraw the consent to have the record provided or made available in an electronic form and of any conditions, consequences (which may include termination of the parties' relationship), or fees in the event of such withdrawal;

(ii) informing the consumer of whether the consent applies (I) only to the particular transaction which gave rise to the obligation to provide the record, or (II) to identified categories of records that may be provided or made available during the course of the parties' relationship;

(iii) describing the procedures the consumer must use to withdraw consent as provided in clause (i) and to update information needed to contact the consumer electronically; and

(iv) informing the consumer (I) how, after the consent, the consumer may, upon request, obtain a paper copy of an electronic record, and (II) whether any fee will be charged for such copy;

(C) the consumer:

(i) prior to consenting, is provided with a statement of the hardware and software requirements for access to and retention of the electronic records; and

(ii) consents electronically, or confirms his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.

**Your click on the radio button labeled "I accept the Terms of Service" is an electronic signature to the agreements and contracts set out herein. Please review the material above for important, binding, legal information.**