Acceptance of Terms

Please read the legal terms and conditions relating to your purchase of Digital Items (defined below) from this Qwest content site (the “Site”) in the scroll box below (the “Terms of Service”). The Terms of Service may also be found at www.qwest.com/legal. Qwest 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 Qwest.

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 www.qwest.com/legal/electronicsignatures.html. You may get a paper copy of these Terms of Service free of charge by printing them from www.qwest.com/legal. Qwest 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 Qwest 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 Qwest High-Speed Internet® service. You will be Qwest's sole customer of record and all billing and payment obligations will be solely between you and Qwest.

Billing

You will be billed for purchases from the Site on the same bill you receive for your Qwest High-Speed Internet® Service. You agree that the terms and conditions of the applicable Qwest 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 Qwest’s Acceptable Use Policy, a copy of which can be found at http://www.qwest.com/legal/usagePolicy.html.

Privacy

All users of the Site shall be familiar with Qwest’s Privacy Policy, found at http://www.qwest.com/privacy/. By using this Site, you represent and agree that you have read and understood the Privacy Policy.
Ownership and Intellectual Property Rights

The content on the Site, including without limitation, the Digital Items, Site Content and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Qwest, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. As used in these Terms of Service, “Digital Items” means any and all text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like offered as products streamed and/or downloaded from the Site. “Site Content” means any and all other elements of the Site created or owned by Qwest, or third parties, including, without limitation, any text, graphics, images, illustrations, photographs, animations, video, audio or audiovisual works, designs, logos, information and other content made available through the Site by either Qwest on its own, or by Qwest in concert with third parties, whether part of the design of the Site or otherwise. Both the Digital Items and the Site Content include any underlying patentable or copyrightable elements (or protectable as trade secrets or otherwise under intellectual property laws) of the Site, including without limitation, source code, script, object code, software, protocols, algorithms, computer programs, data and other sets of statements and instructions contained in the Site, and all may be referred to together as the “Content.” The entire contents of the Site are copyrighted under United States copyright laws.

Content on the Site is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Qwest reserves all rights not expressly granted in and to the Site and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein, including any use, copying, or distribution of submissions of third parties obtained through the Site for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content therein. Any violation of copyright or other intellectual property laws may result in severe civil and criminal penalties.

These terms are for the benefit of Qwest, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

Grant of Rights; Restrictions on Use

Qwest hereby grants you a limited, non-exclusive, non-transferable license to access, use and privately display or exhibit the Site and the Content in accordance with the Terms of Service. Qwest grants you this limited license for your personal use, and not for any commercial purpose. The use of the Content and the Site for commercial purposes is unauthorized and may constitute infringement. This license does not include any rights to: (1) sell, resell, lend, lease, rent or otherwise commercially use this Site or the Content or any other material or information contained therein; (2) collect or use any product listings, descriptions or any prices for any reason; (3) create derivative works from the Content or any other materials or information contained therein; (4) download or copy account information of any third party for the benefit of another merchant; or (5) use data mining, robots, or other data gathering and extraction tools. Except as provided herein, you may not frame or utilize framing techniques to use, surround or enclose the Qwest name, the Content, the Marks, or other proprietary information (including; images, text, page layout, or form) of Qwest, and/or our affiliates or subsidiaries or Content providers without Qwest’s express written consent. You may not use any meta-tags or any other “hidden text” utilizing Qwest, Qwest’s affiliates, subsidiaries or Content providers, or any tradenames or trademarks or other copyrighted materials relating thereto, without the express written consent of Qwest.

You agree to comply with all local rules regarding online conduct and acceptable content, including laws regulating the export of data from the United States or your country of residence.

Copyright

Copyright © Qwest Communications International, Inc. All rights reserved. Permission is given to view, copy, print, and distribute material on this Site subject to the following conditions:

- This material may be used only for internal, informational, non-commercial purposes.
- Any copy of the material or portion thereof must include this copyright notice.
You may establish a hypertext link to the Qwest Site from your World Wide Web site so long as the page containing the link properly attributes the linked site to Qwest and does not in any way imply Qwest's sponsorship of your site. However, you may not, without obtaining Qwest's written permission, republish, redistribute or otherwise make any copies, of the materials on the Qwest site, as a part of the link, including by framing or similar means, or otherwise.

No other use of the material within this web site or portion thereof is permitted without the express written consent of Qwest.

Misuse of Content and Copyrighted Materials

Qwest 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.

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

Content and Liability Disclaimer

Qwest is a distributor (and not a publisher) of content supplied by third parties. Accordingly, Qwest has no editorial control over such content, and any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective author(s) or distributor(s) and not of Qwest. Qwest uses reasonable efforts to include accurate, complete and current information on this site; however, neither Qwest nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose (refer to the sections entitled "Disclaimer of Warranties" and "Limitation of Liability" for the complete provisions governing limitation of liabilities and disclaimers of warranty).

Links

This Site may contain links to third party websites that are not owned or controlled by Qwest. Qwest has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Qwest will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve Qwest from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Site and to read the terms and conditions and privacy policy of each other website that you visit.

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 Qwest, 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 Qwest are provided without restriction or obligation on Qwest and will not be held in confidence.

Consent to Monitoring

Qwest is under no obligation to monitor the material residing on or transmitted to this Site. However, anyone using this Site agrees that Qwest 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. Qwest reserves the right to modify, reject, or eliminate any material residing on or transmitted to the Site that, in its sole discretion, believes is unacceptable or in violation of the law or these terms and conditions.

Qwest 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

YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, QWEST, ITS OFFICERS, DIRECTORS, EMPLOYEES, THIRD-PARTY SUPPLIERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. QWEST MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE’S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. QWEST DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND QWEST WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

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 Qwest, 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

IN NO EVENT SHALL QWEST, ITS OFFICERS, DIRECTORS, EMPLOYEES, THIRD-PARTY SUPPLIERS, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT QWEST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT QWEST 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 QWEST 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 QWEST BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING ONE THOUSAND DOLLARS ($1000.00).

The Site is controlled and offered by Qwest from its facilities in the United States of America. Qwest 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 Qwest or you may terminate this Agreement at any time. Without limiting the foregoing, Qwest shall have the right to immediately terminate your use in the event of any conduct by a User which Qwest, 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

Qwest 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 Qwest, 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 Qwest without restriction.

**General**
Without limiting the foregoing, under no circumstances shall Qwest 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 Qwest on the Site constitute the entire agreement between you and Qwest 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 Qwest’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.