

CenturyLink Stream Terms of Use

The terms and conditions contained herein, together with any applicable promotional terms agreed to by you (“Promotional Terms”), and together with the Privacy Policy (<http://www.centurylink.com/aboutus/legal/privacypolicy.html>) and End User License Agreement (<http://vod.centurylink.com.edgesuite.net/Terms/T&Cs.html>) (“EULA”), each of which is hereby incorporated in these Terms of Use by this reference (collectively, “Terms of Use”) governs your use of CenturyLink Stream services, access to its live and Video on Demand (“VOD”) content, and the CenturyLink Stream website and iOS and Android applications (collectively “Services”) provided by CenturyLink Communications, LLC (“CenturyLink”) and your purchase and use of any equipment sold to you in conjunction with CenturyLink Stream services (“Equipment”). This Agreement will remain in full force and effect until terminated as provided for below. For purposes of this Agreement, the terms “we,” “us,” or “our” refer to CenturyLink, and the terms “you,” “your,” or “User” refer to you, the Services user. Our Services were designed to be accessed and used only by those users intentionally authorized by us to receive such Services after registering with us and creating a membership account (“Membership Account”) to receive an assortment of audio, video, data, interactive, and other content available (each, an “Authorized User”).

You should carefully read these Terms of Use, including the required use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and the limitations on the remedies available to you in the event of a dispute, as fully described in the “DISPUTE RESOLUTION” section of these Terms of Use.

1. ACCEPTANCE OF TERMS OF USE

- a. **Acceptance.** You must accept these Terms of Use as a condition of using or accessing Services or purchasing Equipment. By accepting these Terms of Use, you confirm you are an adult of at least 18 years of age. All use of the Services and Equipment, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services and Equipment complies with these Terms of Use.
- b. **New Users.** If you are a new Services User, by accessing, visiting, downloading, or using any of our Services (e.g., if you download any of our apps onto any device), you confirm your acceptance and agreement to these Terms of Use, and its terms and conditions are legally binding on you. If you do not accept these Terms of Use, do not access or use the Services. Certain of our Services may be made available without any requirement to pay a fee, and you hereby acknowledge and agree that any such access to or use are also governed by these Terms of Use.
- c. **Existing Users.** If you are an existing Services User and do not wish to accept any changed or replaced Terms of Use, then you must immediately stop using all of our Services (including, for clarity, removing all apps from your devices), except as set forth in Section 10 below.

2. SERVICES

- a. **Private and Personal Use Only.** Our Services, and all content viewed through our Services, are solely for private, personal, non-commercial use, not for use in the operation of a business or service bureau, and not for any other public viewing, for profit or for the benefit of any person or entity other than the Authorized User; and your limited rights to use our Services as set forth in our EULA are subject to your understanding of, and agreement to, these Terms of Use in their entirety.
- b. **Our Services.** Our Services include your access to and use of: (i) any and all software, technology and other intellectual property rights (including all functionality and data contained therein) (e.g. adaptive streaming and third-party platform authentication) owned or operated by us (regardless whether available for download directly or indirectly from CenturyLink Stream) (e.g., applications that are hosted or downloaded, accessories, tools, features and/or functionality related to and/or made available by us); (ii) websites owned, operated or otherwise controlled by, or on behalf of, us; (iii) any and all content accessible by you through the service (e.g., any and all transaction and subscription video, audio, data, interactive, programming, advertising and other content); and (iv) any and all other products and/or services accessed, provided, used or otherwise made available to you, including to enhance past or then-current Services.
- c. **Internet Connection.** In order to access and use our Services, you must have a broadband connection, which may be purchased from a third party, or from CenturyLink, at your sole cost and expense ("Internet Connectivity"). It is your responsibility to obtain and maintain the Internet Connectivity necessary to access and use our Services. CenturyLink is not responsible for your Internet Connectivity (or the amount of data consumed by you in connection with your use of any of our Services), except to the extent set forth in any agreement between you and CenturyLink or another CenturyLink entity for Internet services. We recommend that your Internet speed be at least 5 Mbps.
- d. **Devices.** Not all devices are compatible, or permissible, for use with our Services. For a current list of devices permitted for use with our Services ("Permitted Devices"), please visit and review the devices listed at <http://portal.centurylinkstream.com/#!/help>. Permitted Devices are manufactured and sold by entities other than CenturyLink. In order to use our Services, you must have a Permitted Device, and you will need to obtain such Permitted Device from a third-party provider at your sole cost and expense. By accessing or using any of our Services, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to such device, the operating system thereon, and/or its compatibility with any of our Services. Only twenty (20) devices can be registered with the Services at any given time. However, you can manage your registered devices by logging into your CenturyLink Stream account and going to "My Account, Manage Access, Device Management."
- e. **Programming Content and Restrictions; Packaging of Services.** In addition to, and without limiting any other provisions in these Terms of Use, CenturyLink may, permanently or temporarily, add, delete, rearrange, alter, interrupt, change, reassign, remove, and/or eliminate all or any portion of our packages of Services, the content

accessible therein, and any of our other Services, or the technical and/or functional requirements, Permitted Devices, compatible operating systems and/or minimum Internet Connectivity required to use our Services, as well as the prices and fees related thereto (“Changes”), from time to time and at any time. Certain programs or channels may be “blacked out” in your viewing area (e.g., local broadcast channels, sporting events and/or other content due to program or content restrictions); if you circumvent or attempt to circumvent any of these “blackouts,” then you may be subject to legal action brought by us or third parties. Certain of our Services may have additional restrictions and your access to such Services will be subject to those restrictions (e.g., you must be at least 18 years of age, or the applicable age of majority where you live, in order to access certain adult-oriented programming or similar Services).

- f. Compliance with Law.** You agree to use our Services and Equipment, including all features and functionalities associated therewith, in accordance with all applicable laws (e.g., public performance limitations or other restrictions on any use of our Services or Equipment or contents therein). You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or otherwise use or gain access to all or any portion of our Services or Equipment, except as explicitly authorized in these Terms of Use, without express written permission from CenturyLink. You also agree not to: circumvent, remove, alter, deactivate, degrade, thwart or otherwise interfere with any of our Services; use any robot, spider, scraper or other automated means to access our Services; decompile, reverse engineer or disassemble any of our Services or Equipment (e.g., software or other products); insert any code or product, or otherwise manipulate or interfere with our Services (e.g., running any of our Services on a device not permitted for use by us); or, use any data mining, data gathering, or extraction method. In addition, you agree not to upload, post, e-mail, or otherwise send or transmit any material designed to interrupt, interfere with, destroy, or limit the functionality of any of our Services or Equipment, or other software, hardware, or telecommunications equipment associated with our Services or Equipment (e.g. any software viruses or any other computer code, files, or programs).
- g. Promotions.** You may be eligible for certain discounts, features, promotions, and other benefits associated with your subscription to Services or Equipment, as we offer to you in marketing and informational materials (“Promotions”). Each Promotion may be modified or terminated at any time as described in this Agreement or as described in the applicable Promotion materials. Unless otherwise set forth in the applicable Promotion materials, then-current, standard monthly rates, charges, and fees will be charged at the conclusion of the relevant Promotion period or when you no longer qualify for such Promotion.
- h. Recommendations.** When we provide you with the Services, we obtain and use information about programming watched, recorded or accessed through your account via our app or website. We use this data, in part, to: 1) make general recommendations

to all viewers (e.g., what programming is most popular among all viewers); and 2) make specific recommendations to you based on your individual viewing habits.

- i. Changes in Services, Equipment, or this Agreement.** We reserve the right to change the terms of these Terms of Use, the Services, the Equipment, and our prices or fees related to the Services and Equipment at any time. If the change is material, we will provide you written notice of the change and its effective date. The notice may be provided by email or by other, reasonable method of notice at our sole discretion, which may include notifications in the apps or the CenturyLink Stream website. We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation. We will not provide notice to you regarding price decreases or the expiration of promotional pricing, offers, and terms. Changes will become effective on the date described in any notice. In the event of a change in the contents of any programming, programming packages, or other aspects of the Services, you understand and agree that we have no obligation to replace or supplement the programming, programming packages, or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree you will not be entitled to any refund because of a change in the contents of any programming, programming packages, or other Services previously offered. **Your continued use of the Services or Equipment after any change constitutes your acceptance of any such changes in Services, Equipment, prices, terms, or conditions, and the revised Agreement. Your sole remedy for any material changes made by us is your right to cancel the affected Service or terminate this Agreement.**
- j. No Resale, Distribution, or Transfer; Assignment.** You will not assign, resell, distribute, or transfer these Terms of Use or the Services or Equipment via any means unless CenturyLink approves in advance and such action is consistent with CenturyLink policies and procedures. CenturyLink may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you, and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

3. EQUIPMENT

- a. Delivery and Installation.** Equipment may be delivered to you only in the United States. You will self-install your CenturyLink Player (“Player”). Instructions for installing the Player will be in the box in which the Player is shipped to you. If you need assistance with installation, you may chat with us at <http://portal.centurylinkstream.com/#!/help>. You agree to pay all one-time charges, or monthly recurring charges (if any), assessed in connection with Equipment you purchase from us. If you choose to purchase the Player, you will need one Player per television.
- b. CenturyLink Player.** Your Player contains certain components and software, which are proprietary to us or our suppliers. CenturyLink reserves the right to limit the number of Players that may be placed on a single Membership Account. The Player is configured with digital rights management capability designed to prevent unauthorized duplication

of copyrighted material. You agree that you will not try to tamper, modify, reverse-engineer, decompile or disassemble any software or hardware contained within your Player, or digital rights management capability. Such actions are strictly prohibited and may result in the termination of your Services and/or legal action. If a Player is replaced for any reason, CenturyLink has no responsibility or obligation for any content, materials, or software on the replaced Player. In such instances, any such content, materials, or software will not be saved or retained.

- c. **Loss of Equipment.** If your Equipment is stolen or otherwise removed without your authorization, you must deactivate your Equipment by logging into your CenturyLink Stream account and going to “My Account, Manage Access, Device Management.” You may be liable for any unauthorized use on your Membership Account if you fail to do so.
- d. **Equipment**
 - i. Purchased Equipment from CenturyLink. You will be deemed the owner of the purchased Equipment, and bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is received by you.
 - ii. Customer-Provided Equipment. If you do not purchase or lease Equipment from CenturyLink, you understand and acknowledge that CENTURYLINK, ITS AFFILIATES, SUPPLIERS, AND/OR AGENTS WILL NOT BE RESPONSIBLE/LIABLE IF YOU CANNOT ACCESS YOUR SERVICES OR IF SERVICES DO NOT FUNCTION CORRECTLY OR AT ALL. The foregoing limitation of liability is in addition to and will not limit any other limitation of liability set forth in this Agreement.
- e. **Damaged/Defective Equipment.** If the Equipment is inoperable, technical support is available at <http://portal.centurylinkstream.com/#!/help>. If CenturyLink deems the Equipment has a manufacturing defect, the manufacturer’s warranty will apply if it has not expired. If the Equipment fails as a result of a manufacturing defect after the manufacturer’s warranty has expired or fails for any other reason you may request that CenturyLink deliver replacement Equipment. Any such replacement Equipment will be charged to you at CenturyLink’s then current rates, plus shipping and handling and any applicable taxes. Replacement Equipment may or may not be the same model.
- f. **Software.**
 - i. End User License Agreements. Use of Services and Equipment may require or enable you to download, install, or use certain software (including, but not limited to, apps or applications) that is owned by CenturyLink or third parties. By downloading, installing or using such software, you are agreeing to abide by the applicable terms of this Agreement. To utilize any licensed software associated with the Services or Equipment provided by our software vendors or licensors, you must agree to applicable software end user license agreements governing such software. If you decline, you will not be able to use the Services or Equipment. All such software end user license agreements are solely between you and our software vendors/licensors. We have no obligations or responsibility for such software. Your sole rights and obligations related to such software, in any way, are governed by the terms of your software license

agreements with our vendors and licensors. You are responsible for any software not provided by our software vendors and licensors, including installation, operation, and maintenance. If any of your software impairs the Services, Equipment, or any of our products or services, we may, in our sole discretion, suspend the Services until you remedy such impairment or we may disconnect the Services. CenturyLink and our software vendors and licensors have no liability if changes in Services or Equipment causes any of equipment or software you have provided to become obsolete, require alteration, or perform at lower levels. If any required or necessary software for the Services or Equipment is not accompanied by a software end user license agreement, CenturyLink grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use such software only for purposes in association with Services or Equipment, as applicable, and such license extends only to Subscriber's own use of such software. Software may be used in the United States only, and any export of the software is strictly prohibited.

- ii. No Modification. In all instances, you may not modify any software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of CenturyLink or a third party which appear or are used in connection with the software, Services, or Equipment. You agree that the software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by CenturyLink or a third-party. In addition, you agree that you will not de-compile, disassemble, reverse engineer or otherwise reduce the software to a human readable form.
- iii. Ownership. You acknowledge that CenturyLink or its software vendors and licensors of the software, as applicable, own all right title and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the software and related documentation, updates, and upgrades. You are not granted any ownership rights in the software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the software to anyone else.
- iv. Updates, Upgrades, or Changes. CenturyLink may alter, update, upgrade or change the software and related settings on Equipment at any time. You agree to cooperate with CenturyLink in performing such activities. A program downloaded to Equipment when Services are installed will perform automatic updates to certain Service-related software on a regular basis. This program may collect certain information necessary to perform this function. Any information collected as part of this process will be treated in accordance with the CenturyLink Privacy Policy.
- v. License Termination. Your license to use software will remain in effect until terminated by CenturyLink or its software vendors and licensors, or until Services are terminated. If you subscribe to or otherwise use any third party services offered by CenturyLink in connection with the Services or Equipment,

your use of such services is subject to the end user license agreement of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of Services.

- g. Non-CenturyLink Equipment.** You are solely responsible for the compatibility and non-infringing use of any equipment other than Equipment that you add to, or otherwise use in conjunction with Equipment. Your use or combination of non-compatible or infringing equipment will, at our option, void any remaining warranty on Equipment or any Services that are adversely affected.

4. MEMBERSHIP ACCOUNTS

- a. Membership Account; Login Credentials.** Prior to accessing certain of our Services, you will be required to provide certain personal information determined by us as necessary to create a Membership Account. To become an Authorized User, you must first register with us for a Membership Account. You will be required to create login credentials, comprised of user name and password (“Login Credentials”) designed to enable access to the Services. You are responsible for any and all actions, omissions, or other activities related to your Membership Account, including any Authorized Users you permit to be linked to your Membership Account (if any, and only to the extent, permitted by us). The person in whose name any Membership Account is used for access to our Services, and whose payment method is charged, if any, is referred to as the “Account Owner.” As an Account Owner, you may have access to and control over your Membership Account, any Authorized Users linked to your Membership Account, the devices registered with your Membership Account, and the Services available in connection therewith. If you have a Membership Account, then your control of such Membership Account is exercised through your use and protection of your password. Please be aware that to maintain exclusive control and ensure compliance with this Agreement, you may not reveal or share your Login Credentials with anyone. In addition, if you would like to ensure that others cannot access your Membership Account by contacting our Customer Service and potentially altering your control, then you should take the necessary precautions not to reveal any personal or sensitive information used to identify yourself in connection with a lost password or user name (e.g., billing information, government issued IDs, or secret question answers). If you believe that your Membership Account has been accessed by anyone other than you or any Authorized Users you have permitted thereunder, or otherwise without permission or in any unauthorized manner, then you must contact us immediately online at <http://portal.centurylinkstream.com/#!/help>. You are responsible for updating and maintaining the truth and accuracy of the information provided to us relating to your Membership Account (e.g., current billing information for Subscription Services (as defined below)). **YOU UNDERSTAND THAT BY SHARING ACCESS TO OUR SERVICES OR YOUR LOGIN CREDENTIALS, OR BY OTHERWISE ALLOWING OTHERS TO ACCESS YOUR ACCOUNT, YOU AGREE TO BE RESPONSIBLE FOR ASSURING THAT ANY AND ALL SUCH USERS COMPLY WITH THIS AGREEMENT AND THAT YOU OR THE NAMED PERSON ON**

THE APPLICABLE MEMBERSHIP ACCOUNT SHALL BE RESPONSIBLE FOR ANY AND ALL ACTIONS, OMISSIONS AND/OR OTHER USE ASSOCIATED WITH SUCH MEMBERSHIP ACCOUNT. PLEASE BE AWARE THAT IF YOU SHARE OR OTHERWISE MAKE YOUR ACCOUNT AVAILABLE TO ANY THIRD PARTY (E.G., FORGETTING TO LOG OUT OF YOUR MEMBERSHIP ACCOUNT ON A SHARED OR PUBLIC DEVICE), THEN SUCH THIRD PARTY(IES) MAY BE ABLE TO ACCESS ANY AND ALL INFORMATION CONTAINED IN YOUR MEMBERSHIP ACCOUNT (E.G., CERTAIN PERSONAL INFORMATION, BILLING INFORMATION, SETTINGS, VIDEO RENTAL AND VIEWING HISTORY AND OTHER RELATED VIEWING PREFERENCES (IF ANY) ASSOCIATED WITH YOUR ACCOUNT).

- b. Account Access.** In order to access your Membership Account and manage your Services, CenturyLink Stream uses Internet technology to recognize you as an Authorized Member or your device as an authorized device. In order to protect CenturyLink and its parent, affiliates, media providers, device providers, business partners, or other service providers or licensors (collectively, "Contributors"), we reserve the right, and may, from time to time and at any time, without providing notice to you, place on hold (or otherwise suspend) your Membership Account in connection with any activity that we believe to be fraudulent, illegal, in violation of these Terms of Use, or otherwise suspicious.
- c. Device Deactivation.** If your device is stolen, lost, or transferred, or if the number of devices has exceeded the maximum number of permitted devices, you can deactivate the devices that no longer need access to your Membership Account by going to the "Device Management" section under My Account in the CenturyLink Stream portal. It is your sole responsibility to deactivate any transferred, lost, or stolen devices, and to prevent any unauthorized access to our Services and your Membership Account.

5. TRANSACTIONAL AND SUBSCRIPTION SERVICES; PACKAGES AND LEVELS; PROMOTIONS AND OTHER PACKAGES

- a. Transactional Services.** Certain of our Services may be made available by us without requiring any monthly subscriptions or monthly commitments from you to pay any fees or other amounts (e.g., use of our websites and apps, access to any available content therein, and video-on-demand libraries) (collectively, "Transactional Services"). Your access to, and use of, any Transactional Services are governed by these Terms of Use, and once you create or request a Membership Account to access certain of our Services, you will be a member until you permanently cancel your Membership Account and all Subscription Services with us. For example, you must abide by these Terms of Use in connection with your creation and use of any Membership Account used solely to access our Services, regardless of whether you ever provide payment information for any other paid Transactional Services. You may be required to provide a payment method and necessary billing information in order to receive certain other Transactional Services (e.g., certain paid "a-la-carte" video-on-demand rentals or pay-per-view offerings). Any and all users that create a Membership Account automatically enroll in membership to our Services UNLESS AND UNTIL YOU PERMANETELY DELETE YOUR

ACCOUNT ONLINE, or until we elect to permanently cancel your Membership Account and Subscription Services (as defined below) for any purpose (e.g., in accordance with our standard information retention and destruction processes following inactivity of your Membership Account for over a year).

- b. Subscription Services.** Certain of our Services may be made available by us solely in connection with your agreement to purchase a subscription to such Services for a set period (i.e., monthly subscription term) (collectively, "Subscription Services"). Following the completion of any such subscription period, your Subscription Services will automatically renew on a month-to-month basis at the then-current standard rates for monthly access to the same Subscription Services, unless and until they are cancelled or changed by you or us in accordance with these Terms of Use.
- c. Packages of Subscription Services.** We may offer a number of different packages of Subscription Services, including special promotional packages, each governed by any supplemental Promotional Terms provided at the time of your first access or use of such Services. Some promotional packages may be offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate, or otherwise amend the Subscription Services offered by us, and the contents of the packages and levels thereof.
- d. Minimum Requirements.** We reserve the right to require and/or change minimum programming package requirements, from time to time and at any time, in our sole and absolute discretion. For example, we may require a minimum commitment term, or we may require you to subscribe to a minimum level or package of our Services in order to view certain content or obtain access to purchase additional levels or packages of Subscription Services. In order to purchase certain packages, you may be required to first subscribe to Services for a set term (e.g. a month-long subscription).
- e. Promotional Offers.** You may initially accept a promotional offer for a certain package of Services that later becomes unavailable. Promotional offers do not automatically renew and may not be available at the end of, or during, the applicable promotional period, and following the completion of any such promotion, the Subscription Services will automatically renew on a month-to-month basis at the then-current standard rates for monthly access to the same Subscription Services, unless and until they are cancelled or changed by you or us, in accordance with these Terms of Use.
- f. Only 1 Promotion per Membership Account.** Promotional offers may not be combined with other promotional offers associated with your Membership Account, unless otherwise expressly permitted in the applicable Promotional Terms. We reserve the right, in our sole and absolute discretion, to determine your eligibility for any promotional offer pursuant to the applicable Promotional Terms. We reserve the right to change, amend and alter then-current promotional offers or Promotional Terms as well as institute new promotional offers, from time to time and at any time, in our sole and absolute discretion. We do not guarantee that any promotional offers are or will be available to you at all, or in connection with any Services or Equipment desired by you.

- g. Cancellation Policies.** You may cancel your Subscription Services at any time, and you will continue to have access to such Subscription Services through the end of the subscription period for which you agreed. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY PARTIAL-USE, EARLY CANCELLATION OR UNWATCHED PRE-PAID SERVICES. You may cancel your Subscription Services for any reason whatsoever at any time by logging into your Membership Account and canceling the Services. However, you may be subject to certain charges and fees as set forth in any applicable Promotional Terms and for any money you have prepaid. Your cancelation of Subscription Services does not automatically cancel your Membership Account or access to our Transactional Services.

6. BILLING

- a. Fees and Charges.** You will be automatically charged in advance for your Subscription Services. We may, from time to time and at any time, change the amount of or basis for determining any fees or charges, and/or institute new fees, surcharges, or other charges as determined by us (e.g., surcharges imposed for transmission of programming content in certain jurisdictions). You agree to pay all amounts incurred for our Services or Equipment, as well as all taxes, fees, and other charges, if any, that are now or may in the future be assessed in connection with any of our Services or Equipment you access or use, and any other charges due and owing to us. We may terminate or suspend your account for any failure to pay any amounts or maintain up-to-date payment method information within your account. State and local taxes or reimbursement charges for gross earnings taxes in some states may apply.
- b. Billing Cycle.** The fees for all Subscription Services and Transactional Services will be charged in advance. For Subscription Services, we automatically charge you each month on the calendar day corresponding to the date on which you first commenced payment for Subscription Services. Membership Account fees for Subscription Services and Transactional Services are fully earned upon payment. If your paid membership to any Subscription Service began on a day not contained in a given month, then we may charge you on a day in the applicable month or such other day as we deem appropriate (e.g., if you are regularly charge on the 31st, then we may bill you on the 28th or 30th of the calendar months that do not have 31 days). Although we endeavor to charge you as described in this paragraph, we reserve the right to change the timing of our charge as necessary, from time to time, and at any time. We may authorize your payment method in anticipation of membership or service-related charges.
- c. Payment.** All payment transactions are processed via PayPal, which could be linked to your credit card or bank account. If you do not have a PayPal account, you will be asked to create a new one during the CenturyLink Stream registration process. We reserve the right to change or add additional methods of payments.
- d. No Returns, Credits, or Refunds.** YOU UNDERSTAND AND AGREE THAT PAYMENTS ARE NONREFUNDABLE. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY

WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY PARTIALLY USED SERVICE (E.G., SUBSCRIPTION SERVICES NOT USED OR TRANSACTIONAL SERVICES NOT DOWNLOADED OR FULLY VIEWED). Following your cancellation of any of your Subscription Services or Transactional Services, you will continue to have access to any and all of such Services for which you have paid through the end of your then-current billing period, and to certain of our other Services that do not require any payment, including, access to and use of certain portions of our websites and apps. Although not required or obligated, we reserve the right to evaluate or elect to provide credits, refunds, price adjustments or other discount, compensation or recompense, from time to time, and at any time, in our sole and absolute discretion; provided that any such elections to offer any such credits, refund, price adjustment or other discount, compensation or recompense in one instance does not entitle you to the same or any such benefit in the future for similar or unrelated instances, nor does it create any obligation whatsoever for us to offer such benefit to you or any other user in connection with any past, present, or future request under any circumstance whatsoever.

- e. **Restarting Your Services.** If we are unable to automatically charge your monthly Subscription Services fees, your Services will be immediately terminated and in such event, we will be immediately and forever wholly relieved from any and all of our duties and obligations to you under these Terms of Use. If your Membership Account is disconnected for non-payment, or for any other reason whatsoever, then we require that you re-enable the service by providing a valid method of payment that will be charged at the moment of the activation. If your Services are disconnected for non-payment, or for any other reason whatsoever, then you may no longer be eligible, even if you pay to restart your Subscription Services, to receive any remaining credits or promotional pricing that you would have been eligible to receive had your Subscription Services, or any of our other Services, not been disconnected, suspended, limited, or terminated. Promotional pricing is valid only at the time of initial purchase of such promotional Subscription Service or Transactional Service, and we reserve the right to stop any promotion at any time for any reason whatsoever.
- f. **Disputed Charges.** Except as otherwise provided by applicable law, disputes concerning any charges must be raised within 30 days of the transaction date. You accept all charges not disputed within 30 days. PayPal charges for a refund may apply. CenturyLink and its customers waive all rights of subrogation against each other in connection with Services. To dispute a charge on your statement or in your account, you must follow the dispute procedures in these Terms of Use.

7. INTELLECTUAL PROPERTY

- a. **CenturyLink Property.** The “CenturyLink Stream” Service, including any and all content made available in connection with your access and use of our Services or Equipment, is protected by domestic and international intellectual property laws.

- b. End-User License Agreement.** Our websites, apps, and other software and technologies are developed by, or for, us and are designed to enable our provision of certain content through Permitted Devices. Our websites, apps, and other software and technologies may vary by Permitted Device, operating system, or other medium and the functionalities thereof may also differ among Permitted Devices. BY USING ANY OF OUR SERVICES OR EQUIPMENT, YOU ACKNOWLEDGE AND AGREE TO OUR END USER LICENSE AGREEMENT (I.E., OUR EULA) AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF OUR WEBSITES, APPS, AND OTHER SOFTWARE AND TECHNOLOGIES, INCLUDING RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS SET FORTH IN OUR EULA, THEN DO NOT USE ANY OF OUR SERVICES OR EQUIPMENT.
- c. Reporting Claims.** If you have a reasonable belief that your or any other's protected works have been reproduced or distributed in a way that constitutes copyright infringement, or are otherwise aware of any content available in connection with the Services or Equipment that may be infringing, violating, or otherwise misappropriating your rights or such other party's rights, then please notify us immediately by sending us a written statement to the Notice Address set forth in Section 8(B) below, which written statement must set forth as much detail as is available, including, at a minimum: (i) your name; (ii) your address; (iii) your Membership Account number (if any); and (iv) a clear and detailed statement about the applicable concern of copyright infringement and/or related claim.
- d. Warning Against Piracy and Infringement.** Receiving any portion of the Services or Equipment without paying for them, and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception, reception, display, or other transmission or access of any portion of our Services or Equipment, is a violation of various U.S. federal and state laws and of these Terms of Use. The penalties for violating applicable laws can include imprisonment and civil damage awards of up to \$110,000 per violation. Section 605(e)4 of Title 47 of the United States Code makes it a federal crime to modify your device or our Services or Equipment to receive encrypted (scrambled) television programming without payment of required subscriptions (e.g., Subscription Services). Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures any hardware or software that has been so modified is an accessory to that offense and may be punished in the same manner. Investigative authority for violations lies with the Federal Bureau of Investigation.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF OUR SERVICES OR EQUIPMENT IS AT YOUR SOLE RISK. OUR SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS**

OTHERWISE SPECIFICALLY SET FORTH IN THESE TERMS OF USE, CENTURYLINK (ON BEHALF OF ITSELF AND THE OTHER CONTRIBUTORS) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF SATISFACTION, ENJOYMENT, QUALITY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK DOES NOT TAKE ANY RESPONSIBILITY WHATSOEVER OR OTHERWISE WARRANT THE PERFORMANCE OF ANY DEVICE, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE (OR ITS OPERATING SYSTEM) WITH ANY OF OUR SERVICES OR EQUIPMENT, OR ANY INTERNET CONNECTION, INCLUDING ITS SPEED, BANDWIDTH OR COMPATIBILITY WITH ANY DEVICE OR CENTURYLINK SERVICE. FURTHERMORE, WE DO NOT MAKE ANY PROMISES ON BEHALF OF ANY THIRD PARTY, INCLUDING THE OTHER CONTRIBUTORS, AND YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY PROMISES MADE BY US RELATED TO SUCH PARTIES OR THE PRODUCTS AND SERVICES PROVIDED BY THEM. The disclaimers set forth in these Terms of Use expressly apply to any terms hyperlinked and incorporated herein, including any Promotional Terms, the Privacy Policy and the EULA, and including the software contained in our Services or Equipment and your use of such software. We do not warrant that any issues, errors, or other defects or failures in or related to the software or our Services or Equipment will be corrected.

- b.** NEITHER CENTURYLINK NOR ANY OTHER CONTRIBUTOR MAKES ANY WARRANTY WHATSOEVER THAT: (i) THE SERVICE OR EQUIPMENT WILL MEET YOUR REQUIREMENTS OR REASONABLE SATISFACTION; (ii) THE SERVICE OR EQUIPMENT WILL ALLOW YOU TO COPY, RECORD, VIEW, SKIP, OR TRANSFER ANY PARTICULAR MEDIA, PROGRAMMING, OR PART THEREOF, OR PROVIDE OR CONTINUE TO PROVIDE ANY OTHER PARTICULAR FUNCTIONALITY; (iii) THE SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR DATA-THROUGHPUT RATE, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iv) INFORMATION RELATED TO YOUR ACCOUNT OBTAINED FROM THE USE OF THE SERVICE OR EQUIPMENT WILL BE ACCURATE OR RELIABLE; OR (v) THE VARIETY, QUANTITY, OR QUALITY OF ANY MEDIA, PRODUCTS, SERVICES, ACCESSORIES, INFORMATION, OR OTHER MATERIAL RENTED OR OBTAINED BY YOU THROUGH OUR SERVICES OR EQUIPMENT WILL MEET YOUR EXPECTATIONS, OR ANY ERRORS IN THE SERVICE OR EQUIPMENT WILL BE CORRECTED.
- c.** CENTURYLINK MAY RECOMMEND CERTAIN LEVELS OF INTERNET CONNECTION FOR USE WITH CERTAIN OF OUR SERVICES; PROVIDED, HOWEVER, THAT YOU HEREBY AGREE AND UNDERSTAND THAT CENTURYLINK WILL HAVE NO RESPONSIBILITY WHATSOEVER FOR YOUR INTERNET CONNECTIVITY AND CENTURYLINK DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY OR PERFORMANCE OF ANY INTERNET CONNECTIVITY, INCLUDING THE SPEED, BANDWIDTH, COMPATIBILITY, SUFFICIENCY, EQUIPMENT, OR DELIVERY OF ANY INTERNET CONNECTION OR THAT ANY CERTAIN INTERNET CONNECTIVITY WILL IMPROVE OUR SERVICE(S). PLEASE BE AWARE THAT CERTAIN OF OUR SERVICES MAY REQUIRE THE USE OF ADDITIONAL DATA, AND THAT ANY INCREASED COSTS, FEES, OR OTHER AMOUNTS DUE TO BE PAID BY YOU AS A RESULT OF

ANY INCREASE IN USAGE (E.G., USAGE OF DATA) IN CONNECTION WITH THE SERVICES WILL BE YOUR SOLE RESPONSIBILITY.

- d. CENTURYLINK MAY RECOMMEND OR LIST THE NAMES OF CERTAIN DEVICES PERMITTED FOR USE WITH CERTAIN OF OUR SERVICES, BUT YOU HEREBY AGREE AND UNDERSTAND THAT CENTURYLINK DOES NOT TAKE ANY RESPONSIBILITY WHATSOEVER FOR AND DOES NOT WARRANT THE PERFORMANCE OF ANY DEVICE OR GUARANTEE THAT SUCH DEVICE (OR THE APPLICABLE OPERATING SYSTEM OR VERSION) WILL BE (OR REMAIN) COMPATIBLE WITH ANY OF OUR SERVICES. YOU MAY ONLY USE OUR SERVICES ON PERMITTED DEVICES.
- e. WE HEREBY DISCLAIM ANY, AND YOU AGREE THAT WE HAVE, NO OBLIGATION WHATSOEVER TO REPLACE OR SUPPLEMENT ANY SERVICES, PACKAGE OF SERVICES, OR PORTION OF ANY SERVICE(S) THAT WE CHANGE. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT, OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY AMOUNT PAID BY YOU TO RECEIVE REPLACEMENT, SUPPLEMENTAL OR ALTERNATE SERVICES, PACKAGES OF SERVICES AND/OR PORTION OF SERVICES AS A RESULT OF ANY CHANGE.
- f. ANY MEDIA, SOFTWARE, OR OTHER MATERIAL OR CONTENT DOWNLOADED, STREAMED OR OTHERWISE OBTAINED THROUGH USE OF OUR SERVICES OR EQUIPMENT IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR TELEVISION, RECEIVER, DEVICE OR OTHER HARDWARE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, STREAMING OR OBTAINING OF ANY SUCH MEDIA, SOFTWARE OR OTHER MATERIAL OR CONTENT. NEITHER CENTURYLINK NOR ANY OTHER CONTRIBUTOR ASSUMES ANY RESPONSIBILITY, AND WILL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, CORRUPT, OR OTHERWISE HARM ANY OF YOUR PROPERTY OR THE PROPERTY OF ANY THIRD PARTY, INCLUDING YOUR SOFTWARE, DEVICE OR OTHER HARDWARE.
- g. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CENTURYLINK OR THE OTHER CONTRIBUTORS, OR VIA YOUR MEMBERSHIP ACCOUNT OR USE OF THE SERVICES OR EQUIPMENT WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

9. LIMITATION OF LIABILITY

- a. **Indirect Damages.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER CENTURYLINK NOR ANY OTHER CONTRIBUTORS WILL BE LIABLE TO YOU FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (E.G., INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES EVEN IF CENTURYLINK OR ANY OF SUCH OTHER CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM, OR OTHERWISE RESULTING DIRECTLY OR INDIRECTLY FROM: (i) USE OF ANY OF OUR SERVICES OR EQUIPMENT; (ii) ACTIONS, OMISSIONS, AND OTHER ACTIVITY UNDER YOUR MEMBERSHIP ACCOUNT (INCLUDING USE NOT

AUTHORIZED BY US); (iii) THE PERFORMANCE OR NON-PERFORMANCE OF OUR SERVICES OR EQUIPMENT; OR (iv) THE INSTALLATION, MAINTENANCE, REMOVAL, OR TECHNICAL SUPPORT OF OUR SERVICES OR EQUIPMENT, EVEN IF SUCH DAMAGES RESULT FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF CENTURYLINK OR THE OTHER CONTRIBUTORS.

- b. Force Majeure.** NEITHER CENTURYLINK NOR ANY OTHER CONTRIBUTORS WILL BE LIABLE TO YOU FOR ANY DELAY, INTERRUPTION, OR OTHER FAILURE TO PERFORM THAT IS CAUSED BY OR OTHERWISE RESULTS FROM ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SERVER, INTERNET, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY, OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.
- c. Limitation of Liability.** IN ADDITION TO ANY OTHER LIMITATIONS SET FORTH IN THESE TERMS OF USE, NEITHER CENTURYLINK NOR THE OTHER CONTRIBUTORS, WILL BE LIABLE FOR ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION IN ANY SERVICES OR EQUIPMENT OR FOR ANY DELAY, FOR THE AVOIDANCE OF DOUBT, INCLUDING: (i) IF SUCH ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION, OR DELAY ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF CENTURYLINK'S ACCESS TO ALL OR ANY PORTION OF OUR SERVICES OR EQUIPMENT FOR ANY REASON WHATSOEVER; (ii) THE RELOCATION OF ALL OR ANY PORTION OF OUR SERVICES TO DIFFERENT SERVER(S); (iii) ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION IN THE FEATURES AND/OR FUNCTIONALITY AVAILABLE WITH YOUR PERMITTED DEVICE(S) OR OUR SERVICES OR EQUIPMENT; (iv) ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US OR OUR CONTRIBUTORS; OR (v) ISSUES RESULTING FROM YOUR DEVICE OR INTERNET CONNECTION, INCLUDING, LACK OF SUFFICIENT BANDWIDTH. FURTHERMORE, NONE OF CENTURYLINK, ITS PROVIDERS, DEVICE PROVIDERS OR SERVICE PROVIDERS, OR ANY OF ITS OR THEIR THIRD-PARTY LICENSORS WILL BE LIABLE FOR ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION OF OR TO ANY DEVICE(S), FOR THE AVOIDANCE OF DOUBT, INCLUDING REMOVING OR DISABLING SOFTWARE, FEATURES AND/OR FUNCTIONALITY.
- d. Limitation of Direct Damages.** CenturyLink is not liable for any damages arising out of or in connection with any: (1) act or omission by you, or another person or entity; (2) provision of or failure to provide Services or Equipment, including deficiencies or problems with any devices used in connection with the Services, our networks or Services or Equipment (for example, transmission failures, interruptions in Services, etc.); (3) content or information accessed while using Services or Equipment; or (4) interruption or failure in accessing or attempting to access Services or Equipment or information through your use of the Services or Equipment. IF, FOR ANY REASON, CENTURYLINK IS FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICES OR EQUIPMENT OBTAINED THROUGH CENTURYLINK AND

THE LIMITATIONS IN THIS AGREEMENT ARE FOUND TO BE UNENFORCEABLE FOR ANY REASON, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE PRO-RATED MONTHLY RECURRING CHARGES (EXCLUDING ALL NONRECURRING CHARGES, FEES, SURCHARGES, AND TAXES) YOU HAVE PAID FOR THE AFFECTED SERVICES DURING THE AFFECTED PERIOD OR THE NONRECURRING FEE YOU PAID FOR THE AFFECTED EQUIPMENT DURING THE AFFECTED PERIOD.

- e. **Indemnification.** You will indemnify and defend CenturyLink and its parent, affiliates, and subsidiaries, and each of its and their respective directors, officers, employees, agents, and their successors and assigns from and against any and all third-party claims, actions, disputes, demands, damages, losses, or liabilities, including reasonable attorneys' fees and punitive damages, arising from or relating to, directly or indirectly: (1) any violation of applicable laws, rules, regulations, or any provision of these Terms of Use, (2) installation of, connection to, modification of, repair to, provisioning of, or use of the Services or Equipment, (3) death of any person, (4) damage to personal or real property, or (5) any incorrect or misleading information, or claims for libel, slander, invasion of privacy, identity theft, or intellectual property infringement with respect to the Services or Equipment, that is alleged to have resulted, in whole or in part, from your negligent acts or omissions, the negligent acts or omissions of your contractors, subcontractors, directors, officers, employees, or authorized agents, or the negligent acts or omissions of any person who uses the Services or Equipment with or without your permission.
- f. **Infringements.** You understand that you may be held liable under both civil and criminal law for infringements of the intellectual property rights of others, including liability for damages, fees, attorney's fees, and criminal liability, including fines and imprisonment.
- g. **Other Users.** It is your responsibility to impose any restrictions on viewing by you, other members of your household, guests, or other users, and we will have no liability to anyone due to or based on the content of any of the Services furnished to you.
- h. **Extension of Limitations.** All limitations and disclaimers in this section also apply to CenturyLink's third-party licensors, content providers, and suppliers, as third party beneficiaries of these Terms of Use.
- i. **Coverage and Survival.** The remedies described in this Agreement are your sole and exclusive remedies. You may have additional rights under certain laws (such as state consumer protection laws), which do not allow certain exclusions or limitations. All provisions of this Limitation of Liability section will survive and continue to apply after these Terms of use are canceled or terminate.

10. DISPUTE RESOLUTION

- a. **Dispute Process.** Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting our customer service department or through our website. If the customer service department is unable to resolve a complaint you may have to your satisfaction or if CenturyLink has not been able to resolve a dispute it has with you after

attempting to do so informally, then we each agree to resolve those disputes through binding arbitration or small claims court, instead of in courts of general jurisdiction.

b. MANDATORY ARBITRATION OF DISPUTES. YOU AND CENTURYLINK AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND (“CLAIMS”) AGAINST EACH OTHER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OF USE, OR CENTURYLINK’S SERVICES, APPLICATIONS, WEBSITES, SOFTWARE, BILLINGS, ADVERTISINGS, OR EQUIPMENT. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE BROADLY INTERPRETED AND APPLIES TO, AMONG OTHERS: ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY; ALL CLAIMS THAT AROSE PRIOR TO YOUR RECEIPT OF SERVICES FROM CENTURYLINK (SUCH AS FROM ADVERTISINGS) OR PRIOR TO THESE TERMS OF USE; ALL CLAIMS THAT ARISE AFTER THE TERMINATION OF CENTURYLINK’S SERVICES TO YOU OR AFTER THE TERMINATION OF THESE TERMS OF USE; ALL CLAIMS YOU MAY BRING AGAINST CENTURYLINK’S EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES; AND ALL CLAIMS THAT CENTURYLINK MAY BRING AGAINST YOU. THE SOLE EXCEPTION TO THIS ARBITRATION AGREEMENT IS THAT EITHER YOU OR CENTURYLINK MAY, IN THE ALTERNATIVE, BRING CLAIMS IN A SMALL CLAIMS COURT HAVING VALID JURISDICTION. YOU AND CENTURYLINK AGREE, HOWEVER, THAT NEITHER CENTURYLINK NOR YOU WILL JOIN ANY CLAIM WITH A CLAIM OR CLAIMS OF ANY OTHER PERSON(S) OR ENTITY(IES), WHETHER IN A LAWSUIT, ARBITRATION, OR ANY OTHER PROCEEDING. YOU AND CENTURYLINK AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE, THAT NO CLAIMS WILL BE RESOLVED ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATOR OR ARBITRATION FORUM WILL HAVE JURISDICTION TO ADJUDICATE OR DETERMINE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY.

i. Arbitration Procedure. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice” or “Notice of Dispute”). The Notice to CenturyLink should be addressed to: 600 New Century Parkway, New Century, KS 66031, Attn: Vice President, Commercial Law (“Notice Address”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (“Demand”). If CenturyLink and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or CenturyLink may commence an arbitration proceeding. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with the American Arbitration Association (“AAA”), the arbitrator will be selected according to the AAA’s procedures and the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and claims will be resolved pursuant to this Mandatory Arbitration of Disputes provision and the AAA’s rules in effect when the claim is filed. Claims also may be referred to another arbitration organization if you and CenturyLink agree in

writing or to an arbitrator appointed pursuant to section 5 of the FAA. The arbitration will be confidential, but you may notify any government authority of your claim. At your election, arbitration hearings will take place in the federal judicial district of your residence.

- ii. Arbitrator's Authority. The arbitrator is bound by the terms of these Terms of Use, and the arbitrator's authority is limited to claims between you and CenturyLink alone. The arbitrator has no authority to join or consolidate claims, or adjudicate joined or consolidated claims, unless you and CenturyLink agree in writing. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the Mandatory Arbitration of Disputes provision are for the court to decide. The arbitrator's decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction. The arbitrator can award the same damages and relief that a court can award, including the award of declaratory or injunctive relief; provided, however, that any declaratory or injunctive relief may only be in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
- iii. Costs of Arbitration. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. If the arbitration proceeding is decided in CenturyLink's favor, you shall reimburse CenturyLink for the fees and costs advanced to you only up to the extent awardable in a judicial proceeding. If the arbitration proceeding is determined in your favor, you will not be required to reimburse CenturyLink for any fees and costs advanced by CenturyLink. If a party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorneys' fees and costs incurred in that appeal. Notwithstanding anything to the contrary in this Mandatory Arbitration of Disputes provision, CenturyLink will pay all fees and costs that it is required by law to pay.
- iv. Changes. Notwithstanding any provision in these Terms of Use to the contrary, you agree that if CenturyLink makes any future change to this Dispute Resolution provision (other than a change to the Notice Address listed above) during the period of time that you are receiving Services, you may reject any such change by sending CenturyLink written notice within 30 days of receiving notice of the change. Your rejection notice must be sent to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No changes, however, that are made to this provision

after either party has submitted a Notice of Dispute shall be effective as to your and CenturyLink's pending dispute and/or arbitration.

- v. Governing Law, Enforcement, and Waivers. The Federal Arbitration Act, and not state law, applies to this Dispute Resolution section and its provisions and, governs all questions of whether a claim is subject to arbitration. If any portion of this Dispute Resolution section is determined to be invalid or unenforceable, the remainder of the section remains in full force and effect. If for any reason, the above provisions on arbitration are held unenforceable or are found not to apply to a claim, you and CenturyLink waive the right to a jury trial on your respective claims, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

11. MISCELLANEOUS

- a. **Notice.** If we send you a notice, it will be considered given when distributed via email to the then-current email address provided by you during the registration process or latest updates made by you to your account. Our notice to you will also be effective if posted online to the CenturyLink Stream website or in the iOS or Android applications. If you have a dispute or want to provide notice to us related to any matter, you agree to notify us at <http://portal.centurylinkstream.com/#!/help> and provide all requested information, or write us at 931 14th Street, 9th floor, Denver, Colorado 80202, Attn: CenturyLink Legal Department. You agree that CenturyLink may contact you via email at the email address you provide to us when you order Services or any subsequent email address you provide us. You will provide us with any changes to your email address by updating that address in the manner prescribed to you by CenturyLink.
- b. **Applicable Law.** These Terms of Use, including all matters relating to their validity, construction, performance and enforcement, will be governed by applicable federal law, applicable rules and regulations of the Federal Communications Commission, and the laws and regulations of the state and local area where Services are provided. These Terms of Use are subject to amendment, modification or termination if required by such regulations or laws. If any provision in these Terms of Use are declared to be illegal or in conflict with any law or regulation, that provision will be deleted or modified, as applicable, without affecting the validity of the other provisions.
- c. **Other.** The terms and conditions of these Terms of Use, including all referenced documents and items incorporated here as posted to one of our websites, supersede all previous representations, understandings or agreements, and will supersede the terms and conditions of any order previously submitted, or prior price quoted. These Terms of Use contain the entire agreement between CenturyLink and you, and the written or oral statements of any salesperson, installer, customer service representative, authorized

retailer, or other individual does not change the terms of these Terms of Use. If any term of these Terms of Use are held invalid, illegal or unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. The terms of these Terms of Use, which either are expressly stated to survive or by their nature would logically be expected to survive termination, will continue thereafter until fully performed. If either you or CenturyLink fails to enforce or waives any requirement under these Terms of Use, that does not waive that party's right to later enforce that requirement in the future.