

CenturyLink has the ability to raise rates and change the Service, Software, and Equipment, with notice to Subscribers, in certain instances. See Section 2(G) for applicable terms and conditions.

**CENTURYLINK DIGITAL HOME PHONE SERVICE
SUBSCRIBER AGREEMENT**

You agree that this agreement governs our relationship for your subscription to CenturyLink Digital Home Phone Service (“Service”). This agreement may contain terms not familiar to you. Feel free to call us if you have any questions about this agreement. If you do not agree with any of the terms and conditions contained in this agreement, please do not use the Service, notify us immediately so we can cancel your Service and arrange for the return of any Equipment and Software we may have already delivered to you. When you activate the Service, you will be agreeing to: (a) the terms of this agreement, (b) any requirements in additional written materials we provided to you when you ordered the Service, and (c) prices and charges we quoted to you.

In this agreement, we use the terms “we,” “us” or “our” to mean CenturyLink. When we say “you,” “your” or “Subscriber”, we mean you. You must be at least 18 years old to purchase the Service. And while you are the person buying the Service, you may not be the only person using it. Please know that you are responsible for making sure the terms of this agreement are followed by others who use the Service.

Please read this agreement carefully. While all sections are important, please pay close attention to the section called “DISPUTE RESOLUTION.” That section requires that you and we enter into arbitration if we have a disagreement that we can’t settle together. If there is that kind of a dispute, you and we will use arbitration to settle it, instead of a trial in front of a jury or judge. That section also limits your ability to form or join a class action lawsuit against us related to the Service.

Description of the Service

The Service is a voice service; but it is different from the traditional type of telephone service you might be used to. Those services typically were provided through traditional telephone lines into your home that brought telephone calls (and maybe data services) to your home through central offices or data switches.

The Service is a “broadband” service that is delivered to you through two-way data communications and involves Internet connections at a required, minimum speed. For the Service to work, you must have the required Internet speed and special Software and Equipment. You must provide the Internet connection or purchase it from us. We will provide you with Equipment needed for the Service to work at the physical location that *you tell us* we should deliver the Service (the “Subscriber Location”). Any phones, computers or mobile devices that you use with the Service must be on our pre-approved list that we provide to you or tell you about.

Because the Service works through the Internet, the Service will not work if power is lost, disconnected or not available for any reason. You may want to have an alternate means of communication available to you in your home.

1. 911 SERVICES

- A. Internet Connection.** Because the Service works using Internet connections, calling 911 is different from what you might be used to with your traditional local or wireless service. With the Service, 911 dialing cannot always be guaranteed and we explain some of those reasons below. If 911 dialing does not work, your safety and the safety of others who use the Service could be affected. **For this reason, we recommend that you always have some alternative means of accessing 911 services from the Subscriber Location.**

- B. Your Location Information Is Critical To Successful 911 Calling. FEDERAL LAW MAKES IT YOUR RESPONSIBILITY TO BE SURE THAT CENTURYLINK ALWAYS HAS YOUR CURRENT PHYSICAL LOCATION INFORMATION (YOUR “SUBSCRIBER LOCATION INFORMATION”), AND YOU NEED TO GET CONFIRMATION FROM US WHEN YOU CHANGE THAT INFORMATION. YOU SHOULD TELL ANYONE YOU LET USE THE SERVICE OR EQUIPMENT THAT 911 DIALING IS LINKED TO THE SUBSCRIBER LOCATION CENTURYLINK HAS ON FILE. IF YOU MOVE YOUR EQUIPMENT AND DIAL 911 WITHOUT TELLING US OF YOUR MOVE, 911 CALLS COULD BE SENT TO THE WRONG EMERGENCY SERVICE PROVIDER.**

- C. Dialing 911 Following Your Initial Service Turn Up.** 911 dialing will work immediately after you activate the Service. However, for a period of time (possibly up to the first 72 hours after Service is first made available to you), a 911-dialed call from your Subscriber Location may go to a Service Center, rather than directly to a 911 Emergency Service Provider. After we have successfully processed your Subscriber Location Information into our 911 databases, we will notify you of that fact at the email address you have provided us. After that, 911-dialed calls should generally automatically connect you to a 911 Emergency Service Provider.
- D. Your 911 Subscriber Location Information.** With the Service, you will always have only one registered physical location for purposes of 911 dialing (your “911 Subscriber Location”). Your initial 911 Subscriber Location will be the physical address where your Service is installed; and we will include that address in our 911 records automatically at the time you order the Service. If you move your Equipment using the Service (such as your in-home Equipment or mobile devices using the Service, such as smartphones, tablets or computers), you agree to let us know **in writing before** you make the move, even if the move is only temporary (for example, for a few hours). The easiest way to do this will be through the CenturyLink online portal used to coordinate your Service (the “Service Portal”).
- E. Confirmation of 911 Subscriber Location If Moving**
- (1) You agree that you will not move your Service until you receive confirmation from us accepting your proposed address change. We will confirm – or may reject -- your request to change your Subscriber Location Information. You should check the Service Portal (or other communications method we tell you about) to receive our confirmation or rejection.
 - (2) **911 CALLING WILL NOT WORK PROPERLY IF YOU CHANGE YOUR 911 SUBSCRIBER LOCATION BEFORE YOU UPDATE YOUR ADDRESS INFORMATION AND RECEIVE OUR CONFIRMATION. IF YOU MOVE YOUR LOCATION BEFORE THAT, YOUR 911-DIALED CALL WILL GO TO THE EMERGENCY PROVIDER WHO TAKES CALLS FOR YOUR “OLD” SUBSCRIBER LOCATION.** If this happens, you will have no emergency assistance in what might be a serious health or life emergency.
- F. 911 SERVICES WILL NOT WORK IF:**
- (1) you have no electrical power for the Service or electrical power is lost or unavailable;
 - (2) your Internet connection fails or is disabled or becomes degraded (which would include situations where you fail to meet our required connection speeds);
 - (3) you attempt to use the Service from outside the contiguous United States (the Service is not available in Alaska and Hawaii);
 - (4) your Equipment malfunctions because it was not installed or connected correctly or because it is affected by normal service life limitations; or
 - (5) your Service is disconnected for any reason.
- G. No Privacy Rights When Making 911 Calls.** You agree that you have no privacy rights when we transmit information about you in connection with a 911-dialed call, including your phone number, name, or address, even if these are not published in directories.
- H. General Information and Guidance on 911 Calling**
- (1) **Labels.** We will provide you labels that tell you that 911 calling with the Service may have limitations. We recommend you place these labels on or near your phone or any device using the Service so others are aware of these limitations as well.
 - (2) **Information You Should Provide To 911 Emergency Service Providers.** We recommend that when you dial 911 you state your name, phone number, current location, and the nature of your emergency to 911 emergency service operators. This is helpful in case your call is dropped or disconnected, or because your phone number and location may not always be available to the person receiving the 911 call.

2. SERVICES

- A. Internet Connectivity.** Service requires a high-speed Internet connection that meets the minimum speeds that we describe to you (may be provided by DSL or cable modem), and special Software and Equipment that is compatible with the Service. We may require you to pay additional amounts each month (or on a one-time basis for required Software and Equipment). Your Internet connection, Software and Equipment all need to be purchased separately from CenturyLink or an approved service provider. You can find a list of approved providers at <http://www.centurylink.com> or by calling CenturyLink at the listed customer service number on your bill.
- B. Failures or Events Affecting the Service. The Service, including 911 services, will not operate if any of the following occur: power for the Service is lost, disconnected, or unavailable; Equipment, Software, or the Service malfunctions, is unavailable, or is improperly installed, configured or altered; or the Service's connection to the Internet is lost, disabled, degraded, or fails to meet the minimum speed requirements.** CenturyLink cannot guarantee that the Service, Software, or Equipment will be continuous or error-free.
- C. Maintenance.** You agree that we may restrict your use of the Service or interrupt its operation for maintenance activities (including activities involving the Equipment, Software, network, or facility upgrades or modifications), or to be sure that we can provide acceptable levels of Service to all CenturyLink customers.
- D. Limits on Use**
- (1) **No Business Use.** You agree that you will use the Service solely for your personal use and not in a business operation or for any commercial purpose.
 - (2) **No Excessive Use or Harmful Purposes.** You also agree not to use the Service in a manner that produces high volumes or involves excessive use (such as the sending of SPAM messages), or in a way that has negative impacts on CenturyLink's customers, our network, or hampers our ability to provide services to our other customers. We consider "excessive use" to be the generation of more than 5,000 voice minutes per month or 10,000 short message service or multimedia messaging service messages per month. We believe such usage is not consistent with normal residential use. You agree not to use the Service for malicious purposes, including uses that might involve viruses, worms, Trojans, or any other such purpose.
 - (3) **Active Sessions.** You agree not to use more than one IP address for each log-on session, and you agree that you will not permit more than five users to have active log-on sessions at one time. (A log-on session is an active connection to CenturyLink High-Speed Internet service or a CenturyLink-approved Internet service provider.) You may share a single active session with others to connect multiple computers/devices to your modem or your router at your Subscriber Location. This includes establishing a wireless fidelity ("WiFi") hotspot within that location. But the Service can only be used at a single, registered Subscriber Location at any particular time.
 - (4) **Terminate Service or Additional Charges if Your Service Violates Limitations.** If we decide that your Service is violating these limitations, you agree that we can terminate your Service immediately and without giving you any advance notice. You also agree that we may assess additional, applicable charges for each month in which you violated these limitations.
- E. Unsupported Calls.** The Service does not support certain dialing features or patterns, including 0+ dialing (that could include attempts to call collect, to do third-party billing, or calling-card calls). The Service most likely will not support 3-digit dialing other than 711 (TRS), 911 and 411.
- F. Additional Information Regarding Service Provisioning**
- (1) **Telecommunications Relay Service.** Telephone Relay Service is accessible with the Service by dialing 711, or using the toll-free number listed in your telephone directory. TRS is a free service connecting customers who are deaf, hard of hearing or have speech disabilities with others. These connections can sometimes be done through standard telephone equipment but sometimes require specially-designed equipment.

- (2) **Vacation Status.** Unlike other CenturyLink services, the Service may not be placed on vacation status, which is the temporary suspension of the Service for a period of time with a lower monthly recurring charge to you.
- (3) **WiFi Services.** The Service will work using wireless network devices and connections. Wireless networking devices use **public** (not secured) radio channels to transmit voice and data communications. For this reason, using such devices or networks is your personal decision (or those who you let use the Service) and users bear the risk of inadequate security. We do not guarantee the security, privacy, or confidentiality of any transmissions you or others might make in such circumstances.
- (4) **Value-Added Services.** Over time, we may have services that we believe can add value to or enhance your Service. Such services may be offered at no charge or may require an additional single nonrecurring charge or perhaps a monthly recurring charge. We may decide to stop making these value-added services available at any time, and we will not necessarily give you prior notice of our decision. If the value-added service involves a charge, we will stop billing you that charge.
- (5) **Porting of Phone Number.** If you move your telephone number from CenturyLink to another service provider, your Service will no longer work. You will not be able to make outgoing calls or receive incoming calls over the phone you have connected to the Equipment.

G. Changes in Service, Software, Equipment, or this Agreement

- (1) ***We Have the Right to Make Changes.*** We have the right to change the terms of this agreement, the Service (including its associated Software and Equipment), and our prices or fees at any time (including the make-up of packages that include the Service). If we make such changes, you agree that we have no obligation to replace or supplement packages as a result. And you agree that you will not be entitled to any refund because of such change(s). **The only options you will have if we make any material changes is to cancel the affected service or terminate this agreement. If you continue to use the Service (with the associated Software and Equipment) after we make changes, you agree we can consider that continued use your consent to the change(s).**
- (2) ***Notice of Material Changes.*** If the changes we make are material, we will give you written notice of the change and its effective date. 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 any Promotions that we may have undertaken while you subscribed to the Service.
- (3) ***Methods of Notice.*** If we do give notice about these changes, we may use a number of options use to provide you notice of the changes. These notice methods include your billing statements, bill inserts, separate mailings to you, email notification, recorded announcements, online posting of changes to our terms and conditions (available at <http://www.centurylink.com/terms>). Changes will become effective on the date described in any notice.

H. Promotions. You may be eligible for certain discounts, features, promotions, and other benefits associated with your subscription to Service (“Promotions”). You must meet all requirements to get and keep the Promotions. We may change or end a Promotion at any time or in the manner described in the applicable Promotion materials. At the end of a Promotion or at any time when you no longer qualify for a Promotion, we will charge you the then-current, standard monthly rates, charges, and fees for the Service, Software, and Equipment.

3. SOFTWARE AND EQUIPMENT

A. Proper Use. The Service requires you to use certain Software and Equipment, including an analog phone (the type of telephone that would traditionally be used to connect to wireline phone service), that we have approved to be used. We might require you to purchase or rent Equipment from us or one of our authorized vendors *before* we make the Service available to you. You agree that you and others you allow to use the Service (and associated Software and Equipment) will use all of these items as described in the information we give you regarding its proper use, environment, and maintenance. You also agree not to mishandle,

misuse, or improperly store or operate the Software or Equipment, including using it with other equipment that is not electrically or mechanically compatible with, or is inferior in quality to, it. You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of it, without our express permission. If you or others you allow to use the Service do not use the Software and Equipment properly, we have no obligation to help you return the Software or Equipment to a sound working order; and you may have to pay us for costs or damages we incur due to the failure. We may also terminate the Service, possibly assessing reasonable charges for the misuse as well as relevant termination charges.

B. Software

- (1) **Installation of Software.** You will need to download and install special software for your Service (or associated value-added services) to work (“Software”). We either provide that Software or you will get it from one of our authorized, third-party vendors. You agree that Software is confidential and is the property of its owner, not you as the Service subscriber, and you may not disclose or reproduce it unless specifically authorized by CenturyLink or an authorized third-party vendor.
- (2) **License Agreements.** When you acquire, download, and install Software, you agree to comply with the terms of *all* license agreements associated with the Software, including those of CenturyLink and any third parties.
 - (a) If the license agreement is with a third party vendor (not CenturyLink), CenturyLink has no obligations or responsibility with respect to that provided Software and all your rights and obligations will be determined by your agreement with that third party.
 - (b) If any Software required for the successful operation of your Service, and provided by us or our third-party vendors, is not accompanied by an end user license agreement, CenturyLink grants you a limited license to use the Software for your personal use (and for those you permit to use the Service in line with the terms and conditions in this agreement). This license is not given only to you, because we grant such licenses to other users of the Service. You agree that you will not transfer this license or export it outside the United States.
 - (c) Your license to use Software associated with your Service will be in effect until CenturyLink or its third-party vendors terminate the license or your Service ends, unless the license agreement provides a different termination date. If your Service is canceled or terminated for any reason, you agree to cease using all Software and, if we require it, return Software to us in the way we direct you. If this Software is not returned to us within 30 days following Service cancellation or termination, or if it is returned in a damaged condition, you agree that we may bill you additional charges.
 - (d) You agree not to modify Software whether provided by CenturyLink or its authorized third-party vendors in any way, and not to or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of CenturyLink or a third party which are used in connection with the provision of your Service. You agree that you will not decompile, disassemble, reverse engineer, or otherwise reduce Software to a readable form.
 - (e) If you decide to install software that is not provided by CenturyLink or its authorized third parties, you are responsible for how that software operates in connection with the Service, and any problems or interference that software causes. If we determine that your software interferes or impairs operation of the Service, we may suspend our provision of the Service until you take care of the problem or terminate the Service. During the time of any suspension, you agree you will still be responsible for paying for your Service.
- (3) **Updates and Changes to Software.** CenturyLink or its authorized third-party vendors may alter, update, upgrade or change the Software and related settings associated with your Service at any

time. You agree to cooperate with CenturyLink in performing such activities. A program will be downloaded to your Service when it is installed that will perform automatic updates to certain Service-related Software on a regular basis. This program may collect certain information necessary to perform this function, but information collected as part of this process will be treated in accordance with the CenturyLink Privacy Policy.

C. CenturyLink-provided Equipment

(1) Equipment Purchased from CenturyLink

- (a) Ownership.** If you buy Equipment from us (rather than lease it), you will own it. We call this purchased Equipment. You agree to pay all applicable shipping, handling, or delivery charges associated with purchased Equipment. From the time purchased Equipment is delivered to you, you bear all risk of loss, theft, casualty or damage for it.
- (b) Manufacturing Defect.** If we determine that purchased Equipment has a manufacturing defect, the applicable warranty, if any, will apply so long as the warranty is not expired or has been voided. If purchased Equipment fails as a result of a manufacturing defect after any applicable warranty period, you may request that CenturyLink deliver replacement purchased Equipment. If CenturyLink provides you replacement purchased Equipment outside any warranty period, CenturyLink will charge you the full retail cost for that Equipment. All replacement purchased Equipment may or may not be the same model and may be new or fully inspected and tested by CenturyLink.

(2) Equipment Leased from CenturyLink. Rather than you buying Equipment from us, we may provide Equipment to you for an additional monthly or yearly charge for your use during the time you subscribe to the Service. We call this leased Equipment. Leased Equipment may be new or it may be fully inspected and tested by CenturyLink and deemed suitable for use with the Service. If we consider it necessary, you agree that we may require you to replace existing leasing Equipment with new or reconditioned pieces. At all times, CenturyLink, not you, owns leased Equipment, even if you attach the leased Equipment to your property, and you agree that CenturyLink may make any necessary legal filings to show that we own it. If we need your help to make these filings, you agree to help us. You have no rights in the leased Equipment other than to use it as we direct you. Your payments for the leased Equipment only cover your use and are not applied toward buying that Equipment.

- (a) Lost or Stolen Leased Equipment.** If any leased Equipment is removed or stolen from your physical location, you must let us know within three (3) business days if you want to ensure that we do not charge you a payment if an unauthorized use of the Equipment occurs.
- (b) Damaged Leased Equipment.** You are responsible for damage to leased Equipment, other than reasonable wear and tear or damage that we may cause. If you damage the leased Equipment (including accidentally), you should let us know as soon as possible. We will attempt to repair it using either our employees or persons of our choice. Still, you will be responsible for charges associated with any repair or maintenance work.
- (c) Leased Equipment Return.** If your Service is canceled or terminated for any reason, you agree to return all leased Equipment to one of our retail stores or by using one of our designated delivery return services. If you use the delivery return services, we will send you a box and a shipping label to the address associated with your Service subscription. You can call the designated delivery return service and arrange for them to pick up the box. You will be responsible for charges related to the pickup and delivery of the box to us. If leased Equipment is not returned to us within 30 days following Service cancellation or termination, or if it is returned in a damaged condition, you agree that we may bill you additional charges.
- (d) Applicable Charges.** Leased Equipment that is not returned to us, leased Equipment that is returned later than 30 days following Service cancellation or termination or such other

date specified by CenturyLink, or leased Equipment returned to us in a damaged condition, will result in additional charges to you. We reserve the right to determine, in our sole discretion, whether leased Equipment is damaged and the applicable amount to assess you for such damages.

- (e) **Deposit Return.** If you provided a deposit for the leased Equipment, and we have not already returned it to you, and you are terminating all or a combination of CenturyLink services (including the Service), we will return the deposit to you via invoice credit for the undamaged leased Equipment you actually return to CenturyLink via the process specified above. If you provided a deposit for the leased Equipment, and we have not returned it to you, and you are terminating only the Service, you must request (in writing or verbally to an authorized CenturyLink representative) that we refund the deposit to you. If you make such request, we will return the deposit to you via invoice credit for the undamaged leased Equipment you actually return via the process described above. We reserve the right to determine, in our sole discretion, whether leased Equipment is damaged. We will not return deposits for damaged leased Equipment

(3) **CenturyLink Installation, Maintenance, Repair, and Self-Installation.**

- (a) **Installation.** If you want, CenturyLink will install Software and Equipment at your physical location. Our standard installation includes connecting, configuring, and testing the Software and Equipment to make sure your Service works properly. Charges for such an installation may include a basic minimum charge, trip charges, delivery charges, and time and materials charges. And if we have an appointment set up with you and you don't cancel in a timely way, we may charge for the appointment. For installation and all other work performed by CenturyLink described in this entire section, if you don't own the Subscriber Location, you must have necessary approvals from the property owner or a landlord to permit CenturyLink to do all of its work. If you don't have this permission, CenturyLink will not install or perform any work related to your Service.
- (b) **Maintenance and Repair.** You agree to provide reasonable cooperation and access to us or our agents to install, maintain, repair, or support the Service, Software, or Equipment. Charges for maintenance and repair are separate from installation charges. Work on Software or Equipment such as reinstallation, replacement, change in location, return or any other maintenance or repair, will result in charge at the rates we have in effect at the time. And these charges may apply even if we find no trouble with these items and have no need to do any repair.
- (c) **Wiring and Work Area.** You agree that we may use existing wiring at your Subscriber Location or may alter such wiring as necessary. You agree to make available separate electrical sources, circuits, and power with suitable outlets at your Subscriber Location to support your Service, and you are responsible to make sure all electrical connections are properly grounded. You agree to pay all costs for electricians, electrical work, or wiring work, if required.
- (d) **Self-Installation.** You can choose to install the Equipment yourself. If so, we will provide installation directions, but you are responsible for all aspects of such work and any resulting damage to any leased Equipment.

- D. Customer-Provided Equipment.** If you do not purchase or lease Equipment from CenturyLink, you agree that you are responsible and liable for any damage caused to Software, Equipment, or Service due to any software or equipment that you use in connection with the Service. CenturyLink and its affiliates and authorized agents or third-party vendors have no responsibility or liability if you cannot use the Service, or if any of your software, equipment, or other functionality is damaged or does not work properly. Your use or combination of any equipment or software you provide may void any warranties on Equipment, and may adversely affect the Service.

4. CHARGES; BILLING AND PAYMENT

- A. Credit Check; Deposits; Credit Limits.** You must have sufficient credit for us to provide you the Service without having to pay a deposit. To make a credit assessment, we will review our credit history with you if we have one; and we may consult with a credit reporting agency. Based on our review, we may ask for a deposit, set up a credit limit or advance payment structure, or require other security before we begin providing you the Service. And if during our Service relationship we question your willingness to pay your bills in a timely way, we might require additional measures to ensure we are paid (like requiring prior payments or additional security). If you refuse to follow these required measures, we may terminate your Service and assess any application termination charges.
- B. Term Plans.** You may purchase the Service either on a month-to-month plan or under a Term Plan. If you chose a Term Plan, you will be agreeing to commit to keeping and paying for the Service for a fixed number of months (for example, 12 or 24 or 36 months). A Term Plan will begin when the Service is first installed or activated. When your current Term Plan ends, you may be given the option to select a new Term Plan or to receive the Service by paying on a month-to-month basis, at a charge that may be higher than under a Term Plan.
- C. Billing.** When the Service is available for your use, we will begin charging you monthly recurring charges and any additional one-time charges (which we sometimes call non-recurring charges). If your Service starts in the middle of an established billing cycle, you may see only a portion of your monthly charge in your bill for your first month of service. We bill both monthly recurring and non-recurring charges in advance; and we bill for usage generally after it has occurred. If, in any given month, you have \$0 charges, we may not send you a paper invoice. You can always find information about your bills for the Service at <http://www.centurylink.com> or by calling us at the customer service number listed on any of your CenturyLink bills. If you need a reprint of an invoice from us offline, we may charge a fee for producing it.
- D. Charges.** Our charges for the Service may change from time to time, but you can always find our current charges at <http://www.centurylink.com>. In addition to our monthly recurring charges and non-recurring charges, you agree to pay any other additional charges that are associated with our providing the Service. These could include activation and installation charges (including charges related to unique installation requirements at your Subscriber Location), purchased Equipment charges, leased Equipment charges, repair charges, shipping and handling fees, replacements charges, connection charges, usage charges, monthly fees, monthly minimums, any other fees, surcharges, assessments, taxes, and federal, state, and local government or quasi-government imposed or permitted charges. Taxes and government fees and surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you.
- E. Payment.** You agree to pay all charges on your bill in U.S. currency by the due date listed on your bill. We currently allow our customers to pay their bills by credit card of select card providers. If you decide to pay this way, when you give us your credit card information, you are authorizing us to automatically charge that card number for all charges on your account at or near the billing due date on your statement. Our acceptance of late or partial payments (even those marked, "PAID IN FULL" or using similar language) and late payment charges will not mean that we waive our rights to collect the full amounts due.
- F. Nonpayment.** For each month that any portion of your charges are not paid in full by the due date, we may charge you a late payment fee or interest on those unpaid amounts equal to the maximum amount or interest rate, respectively, allowed by law. If we cannot get a charge to process on your credit card, you will need to make alternative payment arrangements. If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover amounts you owe us and amounts related to our collections efforts, including attorneys' fees. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Upon the cancellation or termination of Service or leased Equipment for any reason prior to the end of a billing cycle, we will charge you the pro-rated charges accrued during the billing cycle, along with all applicable non-recurring charges, taxes, surcharges, and other fees.
- D. Disputed Charges.** If you have a dispute regarding your bill, you must let us know within 30 days of the bill date. To dispute a charge on your bill, you must follow the dispute procedures in this agreement. After

the 30-day period has ended, we will assume you agree with any charge not disputed. However, you may dispute charges resulting from your failure to return leased Equipment after the 30-day period described in this section, but such dispute may only specifically relate to the charges assessed for the return of the leased Equipment. CenturyLink and you waive all rights of subrogation against each other in connection with the Service and Equipment.

- F. **Early Termination Fee.** If you signed up for the Service under a Term Plan and you cancel your Service before the end of the Term Plan, you agree to pay a fee for your early termination. That fee will be either (a) an amount equal to the monthly recurring charges multiplied by the number of months remaining in the then-current Term Plan, or (b) such other amount as may be identified to you in a promotional offer. We consider these early termination fees to represent our reasonable liquidated damages and not to be a penalty.

5. TERM AND TERMINATION.

- A. **Service Provided Month-to-Month or Under a Term Plan.** We provide the Service on either a month-to-month basis or under a Term Plan. For Service and Equipment offered on a month-to-month basis or under a Term Plan, this agreement applies until either party terminates the Service. If you continue to purchase the Service on a month-to-month basis after completion of the applicable Term Plan, this agreement will continue to apply until one of us chooses to terminate the Service.
- B. **Right to Terminate Service With Notice.** Either of us can stop our relationship by giving written notice to the other. (There is more information on how to do this in the “Notice” section of this agreement). You should know, though, that if you are purchasing your Service under a Term Plan, we have the right to charge you the early termination fee described in this agreement if you terminate our relationship earlier than we agreed on. If you decide you want to cancel your Service but want to continue to receive other CenturyLink services, we expect you to return any leased Equipment; and there is more information on how to do this in the “Software and Equipment” section of this agreement. If you no longer want to receive the Service *or any other CenturyLink services*, you can let us know by (1) returning the leased Equipment to a CenturyLink retail store and telling us you want to stop the Service and/or other services, or (2) calling the CenturyLink-provided customer service number on your bill. If you decide to stop your Service by calling us, you will still need to return any leased Equipment that you have or you will be charged a fee or we may retain your Equipment deposit (if you paid one).
- C. **Right to Terminate Service Without Notice.** CenturyLink always has the right to terminate your service without notice if you fail to pay your bill when it is due or if you do not live up to your obligations under this agreement. If such termination were to occur, and you were receiving Service under a Term Plan we have the right not only to stop providing the Service we may charge you the early on fee described in this agreement.
- D. **Payment Responsibilities after Termination of Service.** Even after our Service relationship ends, you agree that you will continue to be responsible to pay CenturyLink for any outstanding balance you owe for your Service and Equipment, including any applicable taxes, franchise fees, other fees, and surcharges. And if you terminate Service prior to the end of a billing cycle, we will charge you a portion of the monthly recurring charge for the Service during that cycle, along with any applicable non-recurring charges, taxes, surcharges, and other fee.
- E. **Uncontrollable Events.** If an event occurs that is not within CenturyLink’s control, you understand and agree that we cannot be held responsible for any delay, interruption, or other failure to perform under this agreement. Some examples of such events are: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental actions or orders.

6. DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY

- A. **Disclaimer of Warranties.**
 - (1) **General.** Except for any warranty provided to you by an Equipment manufacturer (which is not CenturyLink), CenturyLink provides the Service, Software, and Equipment “as is” with all faults, and you understand and agree that we are providing these items to you without any warranties of

any kind, including no implied warranties of non-infringement, title, merchantability, fitness for a particular purpose, accuracy, or compatibility of computer systems, and any such warranties are expressly disclaimed. No advice or information that CenturyLink provides you will create a warranty. Such advice or information is offered solely to help you with any problems you may be having.

- (2) **Provision and Operation.** Even though we may take your order for Service, that does not mean we will absolutely be able to provide the Service to you. After your order is taken, we will be assessing our ability to implement the Service at your Subscriber Location. It may be that we are unable to provide the Service to you. If we ultimately decide we can provide the Service, we may need to change the original installation date. CenturyLink does not warrant or guarantee uninterrupted, error-free, or secure Service, Equipment, or Software. CenturyLink disclaims all liability or responsibility if the Service changes, Equipment requires changes, Equipment or Service performance changes or reduces, or Equipment or Software becomes obsolete. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer hardware or software.

B. Direct Damages.

- (1) **Limitations.** CenturyLink is not liable for any damages directly arising out of or in connection with any: (1) act or omission by you, or another person or entity using the Service; (2) provision or failure to provide Service, including deficiencies or problems with any Equipment used in connection with the Service or our networks ; (3) content or information accessed while using the Service or Equipment; (4) death or personal injury of any person or damage to personal or real property, or (5) interruption or failure in accessing or attempting to access the Service or information through your use of the Service, including any failures caused by Equipment. If, for any reason, this limitation is held to be unenforceable, you agree that any damages we might have to pay will not exceed the portion of the monthly recurring charges (excluding all nonrecurring charges, fees, surcharges, and taxes) you have paid us for the Service during the affected period.
- (2) **Exclusions.** You agree that we are not responsible for any damages that may occur if your relationship with your Internet service provider causes interference or interruption with the Service. If such actions cause your Service not to work correctly, you will still be billed by us for the Service and we will not issue credits for such incidents. The Service may not be compatible with communications equipment or services at your physical location that are not associated with the Service, including security services, fax machines, and satellite systems, and we are not responsible in any way for such incompatibility or any problems or losses of any type related to that equipment or services.

C. No Consequential or Other Damages. Under no circumstances is CenturyLink liable for any incidental, consequential, indirect, punitive or special damages of any kind arising out of or in connection with the Service, Software, or Equipment, whether in contract, tort, strict liability, or otherwise, including, without limitation, lost profits or revenue, loss of opportunity, or cost of replacement services.

D. Indemnification. You will indemnify and defend CenturyLink, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all third-party claims, damages, fines, costs, losses, or liabilities, including reasonable attorneys' fees and punitive damages, arising from or relating to: (1) any violation of applicable laws, regulations, or any provision of this agreement, (2) installation of, connection to, modification of, repair to, provisioning of, or use of Service, Software, or Equipment, (3) death of any person, (4) damage to personal or real property, (5) any incorrect or misleading information, or claims for libel, slander, invasion of privacy, identity theft, or intellectual property infringement with respect to the Service, Software, or Equipment, or (6) the absence, failure, malfunction, or outage of Service, Software, 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 Service, Software, or Equipment with or without your permission.

E. Infringements. The Service, Software, and Equipment, and related documents and materials are protected by trademark, copyright, or other intellectual property laws. All CenturyLink websites, corporate names,

services marks, trademarks, trade names, logos, and domain names are the exclusive property of CenturyLink, and nothing in this agreement grants you the right or license to use any such item. You agree that you, and those you permit to use the Service, Software, and Equipment, will not violate those rights whether they are held by CenturyLink or third parties. You understand that any violation of these rights may subject you to both civil and criminal liability, including liability for damages, fees, attorney's fees, as well as possible fines and imprisonment.

- F. Extension of Limitations.** All limitations in this section also apply to CenturyLink's third-party licensors, content providers, and suppliers, as third party beneficiaries of this agreement.
- G. Coverage and Survival.** Unless applicable law expressly provides otherwise, the remedies described here are the only ones we offer you. All provisions of this section will survive and continue to apply after this agreement is canceled or terminated.

7. DISPUTE RESOLUTION

A. Dispute Process. Most Subscriber concerns can be resolved quickly and to Subscriber's satisfaction by contacting our customer service department or through our website. If our 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 this agreement, or any CenturyLink services, 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 Service from CenturyLink (such as from advertisings) or prior to this agreement; all Claims that arise after the termination of the Service to you or after the termination of this agreement; 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.

(1) 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: 5454 W. 110th Street, Overland Park, KS 66211, Attn: Vice President, Commercial Law ("Notice Address"). The Notice must: (1) describe the nature and basis of the Claim; 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 Subscriber Location.

(2) Arbitrator's Authority. The arbitrator is bound by the terms of this agreement, 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.

- (3) **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 the 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.
- (4) **Changes.** Notwithstanding any provision in this agreement 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 the Service, 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.
- (5) **Governing Law, Enforcement, and Waivers.** The Federal Arbitration Act, and not state law, applies to this Dispute Resolution provision and its provisions and, governs all questions of whether a Claim is subject to arbitration. If any portion of this Dispute Resolution provision is determined to be invalid or unenforceable, the remainder of the provision 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.

8. GENERAL

A. Notices.

- (1) **Notices to You.** We will provide notices to you under this agreement in a variety of ways. Notices may be posted to <http://www.centurylink.com> or other CenturyLink website we direct you to. If we send you a notice, the notice will be considered given to you when we hand deliver it to you; send it to you at an email address that you have provided to us when you signed up for Service or at a later time; or put it in the U.S. Mail or with overnight courier mailed to you at your billing address. We also may provide some notices or information to you in your bill itself, in the section for messages, and such messages are considered given to you as of the date of the bill.
- (2) **Notices to Us.** If you want to provide notice to us either because this agreement requires it or because you have a matter you want to bring to our attention, you should notify us at the customer

service telephone number on your bill or write us at 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department.

- B. Applicable Policies; Acceptable Use and Privacy.** You agree to comply with applicable CenturyLink policies, including the CenturyLink Acceptable Use Policy, as posted to <http://www.centurylink.com/Pages/AboutUs/Legal> and incorporated by this reference, when you use the Service. If you do not agree with the terms of any of these policies, do not purchase or use the Service. You acknowledge and understand that CenturyLink is not liable for any lack of privacy which may be experienced with regard to the Service. CenturyLink may, but is not obligated to, monitor the Service for various purposes, and CenturyLink and its third-party vendors may access and use information regarding performance of Equipment, Software, and Service to: (1) perform related registration (Equipment serial number, activation date, and information provided to manufacturer), maintenance, support, and other service-quality activities, and (2) verify network performance.
- C. Location-Based Advertising.** You may receive advertisements based on the geographic area associated with your IP address, unless you specifically opt-out at <http://LocationBasedAdvertising.Centurylink.com>. We do not share your address or any personally identifiable information with advertisers and you will not see additional advertisements as a result of this program, but you may receive advertisements that are more relevant to your geographic area. **Please note that this kind of opt out will not stop all advertising being sent to your IP address, only that advertising that is tied to your geographic location.**
- D. Unlawful, Abusive, or Fraudulent Purposes.** You agree to not use the Service, Software, and Equipment will not be used for any unlawful, abusive, or fraudulent purpose, including using these items in a way that violates any laws or another's rights. You agree to not harass, abuse, threaten, or defame CenturyLink, or any employees or contractors of CenturyLink.
- E. Account Security.** You agree to immediately notify CenturyLink if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you whether you suspect the use to be for profit or not) or unauthorized disclosure or use of your CenturyLink account, password, user ID, or any credit or charge card number provided to CenturyLink. These kinds of notifications should be done by calling the customer service number listed on your bill. You also agree to periodically change your passwords. You authorize CenturyLink to provide information about and to make changes to your CenturyLink account, including adding new services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access your Service, such as through the Internet. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.
- F. No Resale, Distribution, Transfer, or Assignment.** You will not to resell, distribute, transfer, or assign this agreement, Service, Equipment, or Software via any means; provided that you may establish a WiFi hotspot as described above, but you may not resell the Service provided over that WiFi hotspot. 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.
- G. Applicable Law.** The law that will be considered relevant in deciding what this agreement means and how it should be enforced will be federal laws or regulations, as well as those of the state and local area where we provide the Home Phone Service to you. If any provision in this agreement is 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.
- H. Other.** The terms and conditions of this agreement, 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. This agreement contains 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 this agreement. The terms of this agreement, 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 this agreement that does not waive that party's right to later enforce that requirement in the future.