

# CenturyLink® Digital Home Phone Service Subscriber Agreement

This CenturyLink® Digital Home Phone Service Subscriber Agreement together with the materials referenced herein ("Agreement") is between CenturyLink and the end user of the CenturyLink Digital Home Phone Service, Equipment, and/or Software described below ("you" or "Customer" or "Subscriber"). For your convenience, this Agreement combines obligations of multiple CenturyLink entities that provide you Service, Equipment and/or Software, but does not create joint liability among the CenturyLink entities. Please review the Agreement carefully; it governs your use and each CenturyLink entity's provision of Service, Software, and/or Equipment.

Your enrollment in, activation of, use of or payment for Service, Equipment, and/or Software constitutes your acceptance of this Agreement, and you represent that you are of legal age to enter into this Agreement and are bound by it. You should read this Agreement in its entirety, but even if you choose not to read it, its disclosures, terms and conditions will be legally binding upon you. If you do not accept this Agreement, do not use the Service, Equipment, or Software and notify CenturyLink immediately to cancel and return all Equipment supplied by CenturyLink via the methods described at the [Residential Customer Service](#) website or by calling the CenturyLink phone number provided on your bill.

## **BELOW ARE IMPORTANT PROVISIONS IN THIS AGREEMENT THAT AFFECT YOUR RIGHTS UNDER CERTAIN CIRCUMSTANCES:**

- **SECTION 2(B) EXPLAINS 911 DIALING CANNOT BE GUARANTEED. CENTURYLINK RECOMMENDS THAT YOU ALWAYS HAVE SOME ALTERNATIVE MEANS OF ACCESSING 911 SERVICES FROM THE SUBSCRIBER LOCATION.**
- **SECTIONS 13 AND 14 CONTAIN LIMITATIONS ON CENTURYLINK'S LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM CENTURYLINK FOR ISSUES YOU MAY ENCOUNTER WITH YOUR SERVICE, EQUIPMENT AND/OR SOFTWARE.**
- **SECTION 16 CONTAINS MANDATORY DISPUTE RESOLUTION PROCEDURES. THESE PROCEDURES LIMIT THE AMOUNT OF TIME YOU HAVE TO RAISE ANY DISPUTE WITH CENTURYLINK OR FILE ANY LAWSUIT AGAINST CENTURYLINK AND CONTAIN PRE-LAWSUIT DISPUTE RESOLUTION REQUIREMENTS THAT MUST BE MET BEFORE FILING ANY LEGAL ACTION. THESE PROCEDURES ALSO REQUIRE THAT ANY LAWSUIT OR CLAIM BE PURSUED ONLY ON AN INDIVIDUAL BASIS, NOT AS A CLASS OR COLLECTIVE ACTION, AND BE RESOLVED BY A JUDGE, NOT BY A JURY.**

## **CENTURYLINK STRONGLY ENCOURAGES YOU TO READ YOUR BILL EACH MONTH.**

- All Service, Software, and Equipment is provided to you at the amounts shown on your CenturyLink bill. If you have any question about your bill or any charge on your bill, please contact CenturyLink using the phone number on your bill or the link above. CenturyLink will work with you to make sure you understand every aspect of your bill and try to resolve any issue or dispute you might have.
- CenturyLink may include important messages related to your Service or changes to the agreements between you and CenturyLink in the body of the invoice or as an attachment, link, or insert with your invoice. It is your responsibility to read and understand these messages.

CenturyLink does not guarantee Service and strongly encourages you to take steps to prevent losses from issues you may encounter with your Service, Equipment and/or Software. CenturyLink highly recommends against using your Service, Equipment and/or Software in any manner that may cause you to suffer damage or loss of any kind should your Service, Equipment and/or Software become unavailable or suffer from performance issues. For example, if you use your Service, Equipment and/or Software for any business or commercial purpose, CenturyLink urges you to consider obtaining business interruption insurance to cover the risk of business or commercial losses.

### **1. Definitions.**

"AUP" means the applicable Acceptable Use Policy posted at <http://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>, including all future revisions.

"*CenturyLink*" (also "we" or "us") is a tradename referring to the affiliates of Lumen Technologies, Inc. (formerly CenturyLink, Inc.) that provides you the Service, Software, and/or Equipment. Neither CenturyLink, Inc. nor Lumen Technologies, Inc. provide Service, Software, or Equipment

"*Equipment*" means the equipment for use with the Services. Except for Equipment purchased by you under the terms of this Agreement, or other equipment purchased by you, CenturyLink owns the Equipment regardless of who installed the Equipment.

Any monthly rental payments, periodic use payments, or similar arrangements related to Equipment between you and CenturyLink are not purchases of Equipment.

“*Force Majeure Event*” means an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; epidemics, pandemics, or outbreaks of communicable diseases; quarantines; national or regional emergencies; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from CenturyLink’s failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.

“*Late Charge*” is a fee of up to the maximum amount allowed by law that is assessed each month in which any portion of the payment is not received by or immediately available to CenturyLink by the due date.

“*MRCs*” means monthly recurring charges.

“*NRCs*” means non-recurring, one-time charges.

“*Payment Services*” means CenturyLink electronic and online methods you use to view and pay such invoices to CenturyLink, including, but not limited to, the following: MyCenturyLink, AutoPay, eBilling, Quick Bill Pay, and payments you make through interactive voice response systems or through websites associated with or linked from <http://www.centurylink.com>.

“*Service*” or “*Services*” means CenturyLink Digital Home Phone Service.

“*Subscriber Location*” means physical location at which you tell CenturyLink to deliver the Service.

“*Taxes*” means foreign, federal, state and local taxes, other similar charges, and any other imposition that governmental entities or agencies may levy or assess, CenturyLink collects from you and CenturyLink remits what is collected to such governmental entities or agencies.

## 2. Service Description.

(a) 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 an Internet-based calling (e.g., voice over Internet protocol (VoIP)) 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, Software, and Equipment. You must provide the Internet connection or purchase it from CenturyLink. CenturyLink will provide you with Equipment needed for the Service to the Subscriber Location. Any phones, computers or mobile devices that you use with the Service must be on our pre-approved list that CenturyLink provides to you or tells 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.**

### (b) 911 Services.

(i) 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 CenturyLink explains 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, CenturyLink recommends that you always have some alternative means of accessing 911 services from the Subscriber Location.**

(A) 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 CENTURYLINK 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 CENTURYLINK OF YOUR MOVE, 911 CALLS COULD BE SENT TO THE WRONG EMERGENCY SERVICE PROVIDER.

(B) Dialing 911 Following Your Initial Service Activation. 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 (“911 Emergency Service Provider”). After CenturyLink has successfully processed your Subscriber Location Information into CenturyLink’s 911 databases, CenturyLink will notify you of that fact at the email address you

have provided. After that, 911-dialed calls should generally automatically connect you to a 911 Emergency Service Provider.

(C) Your 911 Subscriber Location Information. With the Service, your Subscriber Location will be registered as your physical location for purposes of 911 dialing (your “911 Subscriber Location”), and CenturyLink will include that address in CenturyLink’s 911 databases 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 CenturyLink 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”).

(D) Confirmation of 911 Subscriber Location If Moving.

(1) You agree that you will not move your Service until you receive confirmation from CenturyLink accepting your proposed address change. CenturyLink will confirm – or may reject -- your request to change your 911 Subscriber Location Information. You should check the Service Portal (or other communications method CenturyLink tells you about) to receive our confirmation or rejection.

(2) 911 CALLING WILL NOT WORK PROPERLY IF YOU MOVE BEFORE YOU UPDATE YOUR ADDRESS INFORMATION WITH YOUR NEW 911 SUBSCRIBER LOCATION AND RECEIVE CONFIRMATION FROM CENTURYLINK. 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.

(E) 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.

(F) No Privacy Rights When Making 911 Calls. You agree that you have no privacy rights when CenturyLink transmits 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.

(G) General Information and Guidance on 911 Calling.

(1) Labels. CenturyLink will provide you labels that tell you that 911 calling with the Service may have limitations. CenturyLink recommends 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. CenturyLink recommends that when you dial 911 you state your name, phone number, current location, and the nature of your emergency to 911 Emergency Service Providers. 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.

(c) Internet Connectivity. Service requires a high-speed Internet connection that meets the minimum speeds that CenturyLink describe to you, and Software and Equipment that is compatible with the Service. CenturyLink may require you to pay additional amounts for required Software and Equipment, either on a monthly or on a one-time basis. Your Internet connection, Software and Equipment all need to be purchased separately from CenturyLink or an approved provider. You can find a list of approved modems and routers at <https://www.centurylink.com/home/help/internet/modems-and-routers/compatible-modems.html> or by calling CenturyLink at the listed customer service number on your bill.

(d) 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.

(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 ("Telecommunications Relay Service" or "TRS"), 911 and 411.

(f) Additional Information Regarding Service Provisioning.

(i) *Telecommunications Relay Service*. TRS 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 subscribers 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.

(ii) *Value-Added Services*. Over time, CenturyLink may have services that CenturyLink 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. CenturyLink may decide to stop making these value-added services available at any time, and CenturyLink will not necessarily give you prior notice of our decision. If the value-added service involves a charge, CenturyLink will stop billing you that charge.

(iii) *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.

**3. Equipment.** Separately purchased or leased Equipment is required to use the Service.

(a) CenturyLink-Provided Equipment.

(i) *Leased Equipment*. Equipment leased from CenturyLink ("Leased Equipment") is CenturyLink's property and you may not assign, rent, or transfer Leased Equipment or your rights or duties under this Agreement to another without CenturyLink's prior written consent. You agree not to mishandle, abuse, misuse, or improperly store or operate the Leased Equipment, including using Leased Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it. YOU WILL BE LIABLE TO CENTURYLINK FOR DAMAGE TO ANY EQUIPMENT LEASED FROM CENTURYLINK. You agree if Leased Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at any time during the term of this Agreement or upon termination of this Agreement, CenturyLink may charge you for its full retail cost (the "Equipment Charge"). CenturyLink does not refund or credit leases, so if your Leased Equipment is not working properly, please contact CenturyLink for replacement Leased Equipment by calling the number on your bill or using the [Residential Customer Service](#) website. Replacement Leased Equipment may or may not be the same model. If you are leasing Equipment and wish to instead purchase Equipment from CenturyLink, the terms and conditions specific to Purchased Equipment will apply. If you purchase Equipment from CenturyLink other than the Leased Equipment you are renting from CenturyLink, you are required to return your Leased Equipment according to the return procedure outlined in the "Term and Termination" section of this Agreement (Section 12(d)). Lease payments are due for every month you lease Leased Equipment and lease payments do not count towards a purchase of Leased Equipment.

(ii) *Purchased Equipment*. You will be deemed the owner of Equipment purchased from CenturyLink ("Purchased Equipment"), and bear all risk of loss of, theft of, casualty to or damage to the Purchased Equipment, from the time it is received by you until the time (if any) when it is returned by you pursuant to this Agreement and has been received by CenturyLink. If Purchased Equipment is inoperable, please contact CenturyLink by obtaining the applicable technical support contact information at [Residential Customer Service](#). If CenturyLink deems Purchased Equipment has a manufacturing defect, the Limited Warranty (set forth in the "Warranty" section below) will apply if it has not expired. If the Purchased Equipment fails as a result of a manufacturing defect after the Limited Warranty has expired or fails for any other reason you may request that CenturyLink deliver replacement Purchased Equipment. Any such replacement Purchased Equipment will be charged to you at CenturyLink's then-current rates, plus shipping and handling and any applicable Taxes. Replacement Purchased Equipment may or may not be the same model.

(iii) *Delivery and Installation of Equipment*. Equipment may be delivered to you only in the United States. You understand that you are responsible for self-installing the Equipment once you receive it, unless you select a technician installation from CenturyLink for an additional charge. You are encouraged to complete installation of the Equipment promptly because you will be responsible for full payment for the charges on your bill even if you have not yet installed the Equipment and used the Service at the time the bill is rendered. As required, you will provide CenturyLink with reasonable access to your premises for technician installation of Equipment.

(iv) *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 SERVICE, IF SERVICE DOES NOT FUNCTION CORRECTLY

OR AT ALL, OR IF CUSTOMER EQUIPMENT, SOFTWARE, PERIPHERALS, DATA, OR EQUIPMENT IS DAMAGED. The foregoing limitation of liability is in addition to and will not limit any other limitation of liability set forth in this Agreement.

**4. Changes to Service or this Agreement.** To the extent allowed and effective under applicable law, CenturyLink may:

(a) Effective upon posting to <http://www.centurylink.com/legal/cvoipsubscriberagreement/index.html> (or successor URLs), or upon any written notice to you, including e-mail and messages on or with your invoice,; change the Service and/or this Agreement in a way that does not directly result in a material and adverse economic impact to you. Please regularly check the website, your bill, and your e-mail for changes.

(b) Effective upon 30 days written notice to you, including email and messages on or with your invoice: (i) increase MRCs and/or NRCs, (ii) change the Service, Equipment, Software and/or this Agreement in a way that directly results in a material and adverse economic impact to you, (iii) stop offering the Service, Equipment, and/or Software, and/or (iv) change the Dispute Resolution provision (Section 16). CenturyLink may reduce the foregoing notice period if such increase is based upon Regulatory Activity.

Your continued use of the Service, Equipment, and/or Software after the applicable notice period constitutes acceptance of any changes. If you later conclude you no longer agree to the terms of your Service, you must immediately stop using the Service, Equipment and/or Software and terminate your Service. The Term and Termination provision below describes how you can terminate your Service. Any changes you make or other terms you add to this Agreement, or propose in any other documents, written or electronic, are void.

**5. Third-Party Services, Software and Equipment.** Purchase, rental, use, or subscription to any third-party services, software, or equipment offered by or through CenturyLink is subject to the third-party provider's terms and CenturyLink is not responsible or liable for any such services, software, or equipment.

**6. Software.**

(a) Software. Use of the Service may require or enable you to download or otherwise install or use certain software that is owned by CenturyLink or by third parties (the "Software"). By installing the Software and using the Services or using Equipment with embedded Software you are agreeing to abide by all of the terms and conditions of this Agreement that relate to the Software, including without limitation the terms and conditions of this Section.

(b) License. If the Software is accompanied by an end user license agreement ("EULA"), your use of the Software is governed by the terms of that agreement and by the terms of this Agreement where applicable. You must accept and agree to the terms of the EULA before installing the Software and using the Service. If the Software is not accompanied by a EULA, CenturyLink grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use the Software for purposes of using the Service and/or Equipment. The license is effective upon the earlier of delivery or installation and extends only to Customer's own use of such Software and only on the designated Equipment or with the designated Service.

(c) No Modification. You may not modify the 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 that appear or are used in connection with the Software or the Service. 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 the third-party licensor or supplier. In addition, you agree that you will not de-compile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form. 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 CenturyLink determine that your software interferes or impairs operation of the Service, CenturyLink 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.

(d) Ownership. You acknowledge that CenturyLink or the third-party licensor or supplier 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.

(e) No Export. The Software may be used only in the United States and any export of the Software is strictly prohibited.

(f) Updates, Upgrades, or Changes. CenturyLink may update, upgrade or change the Software and related settings on your computer from time to time. You agree to cooperate with CenturyLink in performing such activities. A program downloaded to your computer when Service is 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 CenturyLink's Privacy Notice. You may choose to turn off the automatic updates function. If you order a new Service from CenturyLink at a later date, and the automatic updates feature has been turned off, you may be prompted at that time to update Software currently on your computer before the new Software can be downloaded.

(g) **Termination.** CenturyLink may discontinue provision of the Software for any reason, including without limitation if CenturyLink's agreement with a software vendor is terminated. Additionally, for certain third-party vendors Software will no longer be functional if: (i) you or your End Users discontinue subscribing to the vendor product for which the Software was provided or to CenturyLink's Service; (ii) this Agreement is terminated for any reason whatsoever; or (iii) when your prepaid term for Service under this Agreement expires and you have not purchased a new term. Upon termination of your Service or CenturyLink notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.

**7. Service Conditions.** The following conditions apply to the Service. CenturyLink may, without giving you any advance notice, suspend, terminate, or limit use of your Service if you violate any of these conditions. You also agree that CenturyLink may assess additional, applicable charges for each month in which you violated these conditions.

(a) **Limits on Use.** You agree to comply with applicable CenturyLink policies, including the CenturyLink Acceptable Use Policy, as posted to <http://www.centurylink.com/aboutus/legal/acceptableuse.html> and incorporated by this reference, when you use the Service. Also, you agree not to use the Service for high volume or excessive use (such as the sending of unsolicited communications, including bulk commercial advertising or informational announcements (collectively, "Spam")), in a business or for any commercial purpose, or in a way that impacts CenturyLink network resources or CenturyLink's ability to provide services. CenturyLink considers "high volume" or "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. CenturyLink believes 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. You agree not to: (i) offer public information services (unlimited usage or otherwise), or (ii) permit more than one high-speed Internet log-on session to be active at one time, 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 represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your modem and/or router to access the Service (including the establishment of a wireless fidelity ("WiFi") hotspot), but the Service may only be used at the Subscriber Location for which Service is provisioned by CenturyLink.

(b) **No Resale, Distribution, Transfer, or Assignment by You.** You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with CenturyLink's prior consent and according to CenturyLink's policies and procedures; provided that you may establish a WiFi hotspot as provided above, but may not resell Service provided over the WiFi hotspot. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity.

(c) **Assignment by CenturyLink.** 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 CenturyLink does that, CenturyLink has no further obligations to you.

(d) **Authorized Use.** You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) are responsible for all use of your Services and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account, and (iii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service and for maintaining a strong and confidential wireless network password. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. CenturyLink cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and CenturyLink makes no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service. YOU AGREE THAT CENTURYLINK, IN ITS SOLE DISCRETION, MAY PLACE RESTRICTIONS ON USE OF YOUR SERVICES, AND IMMEDIATELY DISRUPT, SUSPEND, OR TERMINATE YOUR SERVICES WITHOUT NOTICE FOR VIOLATIONS, SUSPECTED VIOLATIONS, OR TO PREVENT VIOLATIONS OF THIS AGREEMENT.

(e) **Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers, (ii) avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Agreement.

(f) **Intellectual Property Rights.** Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of CenturyLink and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. CenturyLink grants you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by CenturyLink or will be implied or arise by estoppels.

(g) Location-Based Advertising. You may receive advertisements based on the geographic area associated with your IP address. CenturyLink does 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 see advertisements that are more relevant to your geographic area.

## 8. Installation, Maintenance and Support.

(a) You agree that CenturyLink 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.

(b) You may choose on-site installation for a charge or you may select the self-installation method. Charges may apply for certain maintenance, trouble isolation, and support services and if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. CenturyLink will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in CenturyLink facilities (no charge if CenturyLink later finds the trouble was in CenturyLink facilities) or CenturyLink-provided Equipment or is found in your equipment or systems. A dispatch charge also applies if: (A) you request a service date change but fail to notify CenturyLink before the service date and CenturyLink technician is dispatched on the service date (will have to pay dispatch charge and CenturyLink will change the service date) or (B) CenturyLink technician dispatched for maintenance of service and no trouble is found in CenturyLink facilities (applies each time this happens). Any requested repairs to your facilities or equipment are not included in the dispatch fee and will be charged on a time and materials basis.

**9. Acceptable Use Policy.** All use of the Services will comply with the AUP posted at <http://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>. Among other things, the AUP prohibits sending Spam. CenturyLink may immediately terminate or suspend any account which CenturyLink believes is transmitting or is otherwise connected with any Spam. Further, CenturyLink may hold you liable for CenturyLink's actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to you or your account, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, you agree to pay CenturyLink liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with you or your account. You will not, however, be liable for actual or liquidated damages arising from Spam generated from you or your account if you establish that the Spam was sent as a result of a virus or worm or other malicious software infection and if you have taken reasonable actions to prevent and resolve such infections and stop the Spam.

In addition to CenturyLink's AUP, you agree to comply the CenturyLink Website User Agreement, as posted to <https://www.centurylink.com/aboutus/legal/website-user-agreement.html> (or successor URL). Nothing in this section requires CenturyLink to take action against any user that violates this section, the AUP, or Website User Agreement, but CenturyLink is free to do so if it sees fit.

## 10. Privacy.

(a) By using the Services, you acknowledge and agree to comply with the CenturyLink Privacy Notice posted at <https://www.centurylink.com/aboutus/legal/privacy-notice.html>, which describes how CenturyLink handles and protects your information, including customer proprietary network information, and how CenturyLink markets and communicates with you. The CenturyLink Privacy Notice may change from time to time without notice to you. CenturyLink may provide customer information to third parties or governmental entities when required, or permitted by law; to establish rights or obligations under this Agreement; or to protect CenturyLink's or others rights or property regarding CenturyLink services or the services of other providers from fraudulent, abusive or unlawful use of, or subscription to, such services. Additionally, CenturyLink, its affiliates and third-party vendors, may access and use information regarding the performance of Equipment, Software, and Service to: (a) perform related registration (Equipment serial number, activation date, and WTN also provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

(b) You understand and agree that CenturyLink and its partners, agents, and contractors may send you emails at the addresses you have provided, place phone calls and text messages to the phone numbers you have provided, or use automated telephone dialing equipment or artificial and prerecorded voice messages to contact you by phone or text messages in connection with the following: marketing offers or advertising content about Services or other CenturyLink-provided services or information about Services or other CenturyLink-provided services which may include messages and calls related to installations, appointments, repairs, or collections. For phone calls and text messages, you understand and agree that CenturyLink may contact you at any phone numbers you have provided or will provide in the future, including wireless or mobile phone numbers. You understand that standard per minute and text message charges apply for phone calls or text messages to wireless or mobile phone numbers. You may revoke this express written consent by contacting CenturyLink at [Residential Customer Service](#) or by expressly opting-out on our [Marketing Preferences](#) website. You understand and agree this express written consent is not a condition of purchase.

## 11. Rates and Charges; Payment.

(a) **Rates and Charges.** All Service and Equipment is provided to you at the amounts shown on your CenturyLink bill. If you believe the amounts shown on your CenturyLink bill differ from the amounts disclosed to you during the ordering process as reflected in your order confirmation, please immediately contact CenturyLink customer service at the phone number on your bill or at [Residential Customer Service](#).

You are responsible for any charges associated with the Service and Equipment, including without limitation Equipment purchase and/or lease charges, monthly Service charges, any applicable usage charges and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service, Taxes, fees, surcharges and other charges. Also, certain additional features and applications may be provided as part of the Service and additional charges may apply. We may impose fees or surcharges to recover amounts assessed to us by third parties or related to CenturyLink's provision of Service or Equipment to you. These fees or surcharges are not Taxes and are not required by law, but are set by CenturyLink and may change. Other than promotional MRCs, plans with MRCs that don't change, and MRCs offered with a term commitment, your MRCs for Service, leased Equipment, fees, or surcharges are not guaranteed and may increase during the period in which you subscribe to Service. In the event CenturyLink offers the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment.

You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period.

### (b) Payment.

(i) **Billing.** Charges are billed monthly with MRCs and NRCs billed in advance and usage charges billed in arrears. Your first invoice covers both the partial month of Service and leased Equipment from the date your Service is activated up to the first day of your first full month of Service, and your first full month of Service and leased Equipment. Depending on your location, discounts and promotions may not apply during the partial month of Service. However, you still will receive all applicable Service discounts and promotions for the entire promotional period. You will pay all billed charges by the due date set forth in your billing statement, as well as any Late Charge. All payments must be made in U.S. currency.

### (ii) *Payment Services.*

(A) **Effect on Paper Invoices.** You may view and pay your invoices from CenturyLink through Payment Services. Certain CenturyLink offers or promotions may require you to enroll in specified Payment Services as a condition to receiving such offer or promotion. Your failure to enroll or maintain enrollment in the required Payment Services may affect the amounts at which CenturyLink provides you Service or Equipment. Certain Payment Services send an email notification to you each month when your new invoice is available for review. However, if you are unable to view your invoice electronically or online for any reason, you are still required to make your payment on time. In such situations, you are responsible for obtaining an invoice copy and/or account balance by contacting CenturyLink at [Residential Customer Service](#). To the extent permitted by applicable law, CenturyLink reserves the right to cease providing you a paper invoice via U.S. postal service once you elect to use or enroll in a Payment Service on a recurring basis. In such instances, you will no longer receive a paper invoice from CenturyLink. CenturyLink also reserves the right to assess additional charges to you if you are enrolled in a Payment Service but request CenturyLink to provide you with a paper invoice on either a one-time or continuing basis.

(B) **Applicable Policies; Online Payments, Website, Acceptable Use and Privacy.** You agree to comply with applicable CenturyLink policies, including the CenturyLink Electronic and Online Payment Terms and Conditions, CenturyLink Website User Agreement, CenturyLink Acceptable Use Policy, and CenturyLink Privacy Notice, all as posted to <http://www.centurylink.com/Pages/AboutUs/Legal> (or successor URL) and incorporated by this reference, when you use Payment Services. If you do not agree with the terms of any of these policies, do not use Payment Services. CenturyLink may, but is not obligated to, monitor the Payment Services for various purposes, and CenturyLink and its third-party vendors may access and use information regarding performance of Payment Services to perform maintenance, support, and other service-quality activities.

(C) **Unlawful, Abusive, or Fraudulent Purposes.** Payment Services will not be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using Services in a way that: (1) interferes with CenturyLink's ability to provide CenturyLink Services or Payment Services to CenturyLink customers, (2) avoids your obligation to pay for CenturyLink Services, (3) constitutes a criminal offense, (4) gives rise to a civil liability, or (5) otherwise violates any laws.



(iii) Account Information; Account Security; Authorized Users.

(A) You will provide all information necessary for CenturyLink to provide and bill for the Service and Equipment. You affirm that the information you supply to CenturyLink is correct and complete and will promptly notify CenturyLink whenever your personal or billing information changes. To use or enroll in a Payment Service, you must provide CenturyLink with your email address for the receipt of notices. You agree to keep your email address updated and understand it is your responsibility to provide any changes or updates to your email address to CenturyLink. Some Payment Services require you to pay by credit card. If you elect to pay by credit card, you are responsible for directly updating, or notifying CenturyLink, of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(B) You are solely and fully responsible and liable for all activities that occur under your CenturyLink account, password, user ID, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. 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) or unauthorized disclosure or use of your CenturyLink account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to CenturyLink by contacting our customer service. You also agree to periodically change your passwords.

(C) You authorize CenturyLink to provide information about and to make changes to your CenturyLink account, including changes within Payment 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 Payment Services on your behalf, such as through the Internet. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take adequate security precautions to safeguard your data.

(iv) *Payment Information.*

(A) **Payment Services.** For your convenience, you may elect to have CenturyLink retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card/charge card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with CenturyLink that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask CenturyLink to retain for you. You agree CenturyLink will not be responsible for any transactions rejected due to erroneous or outdated payment information. Additional fees may be assessed to you when using Payment Services, and you agree to pay all such fees.

(B) **Another Company or Financial Institution.** If you arrange for payment using Payment Services through another company or financial institution, you will be subject to that company's terms and conditions and you agree that are you responsible for any charges you may incur from the financial institution in order to make such online payments and that CenturyLink will not be responsible or liable for any loss or damage caused or created by that company. In the event that any amount on a third party site does not match the same amount presented at the CenturyLink Website or on your printed CenturyLink invoice, CenturyLink's listed amount is deemed to be the accurate amount. In the event the amount listed at the CenturyLink Website and on your printed CenturyLink invoice do not agree, the printed CenturyLink invoice should be considered the correct invoice and should be used to determine the amount to be paid.

(C) **Credit Card Policies.** Regarding payments made by credit card, CenturyLink reserves the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide CenturyLink your credit card information, you authorize CenturyLink to automatically charge your provided credit card for all charges on your account, and CenturyLink will automatically charge your credit card for all such charges on the applicable billing due date shown on your billing statement, to the extent possible. No chargebacks are available or permitted.

(D) **Partial Payment.** Partial payments are acceptable, however CenturyLink's acceptance of such payments are not to be construed as an acceptable payment arrangement that automatically extends your Service beyond the normal disconnect date. CenturyLink's acceptance of late or partial payments (even those marked, "PAID IN FULL") and Late Charges will not constitute a waiver of any of CenturyLink's rights to collect the full amount due. If you are unable to pay an invoice in full prior to the due date, please contact CenturyLink at [Residential Customer Service](#) before the due date.

(E) **Invoice Charges; Collections; Other Restrictions.** CenturyLink 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. Additionally, you may be subject to Service suspension or account termination at CenturyLink's discretion. You will be informed of such action if required by law. If CenturyLink uses a collection agency or initiate any legal action to recover amounts due, you agree to reimburse CenturyLink for all expenses CenturyLink incurs to recover such amount or pay all such costs and expenses

associated with such collections efforts, including attorneys' fees. You will be charged a Late Charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will not pay for the Services (as defined above), or any related services you may purchase, with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an Amendment to this Agreement. CenturyLink reserves the right to terminate access to Payment Services for any account at any time.

(v) *Disputes.* If you have any questions about your invoice or dispute a charge on your invoice, please contact CenturyLink customer service before the due date at the phone number on your bill or at [Residential Customer Service](#). The charges will continue unless you inform CenturyLink promptly of any dispute and it determines that any charges were incorrect. IF YOU ARE UNABLE TO RESOLVE YOUR DISPUTE AFTER CONTACTING CENTURYLINK CUSTOMER SERVICE, YOU MUST FOLLOW THE DISPUTE RESOLUTION PROCEDURES DESCRIBED IN SECTION 16 OF THIS AGREEMENT.

(vi) *Deposit.* CenturyLink may reasonably modify the payment terms or require other assurance of payment, including a deposit, based on Customer's payment history, lack of established credit, or a material and adverse change in Customer's financial condition. Refunded deposit amounts will be credited to your account and any credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Service, Equipment, or Software from the date CenturyLink received the deposit until the date CenturyLink refunded the deposit. If you receive Service, Equipment or software in a state that does not require CenturyLink to pay interest on deposits, CenturyLink will not pay any interest on such deposits. If you pay a deposit in connection with your Services and the state in which the Services are provided does not require CenturyLink to pay interest on that deposit, CenturyLink will not pay you any such interest.

## 12. Term and Termination.

(a) Month-to-Month Term. Unless otherwise specified herein, Service is offered on a monthly basis for a term that begins on the date your Service order is completed, ends on the last day of the billing cycle during which you placed the order for Service, and automatically renews monthly.

(b) Term Commitment and Early-Termination Charge. IF YOU ORDER SERVICE WITH A TERM COMMITMENT, YOU AGREE TO MAINTAIN THAT SERVICE FOR THE ENTIRE TERM COMMITMENT PERIOD. IF YOU TERMINATE THAT SERVICE BEFORE THE END OF THE TERM COMMITMENT PERIOD YOU WILL BE REQUIRED TO PAY THE EARLY-TERMINATION CHARGE EQUAL TO (1) 100% OF THE MRC MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM COMMITMENT OR (2) SUCH OTHER AMOUNT AS MAY BE IDENTIFIED TO YOU IN A PROMOTIONAL OFFER. FOR PURPOSES OF THIS SECTION, MAKING A CHANGE TO ANY PART OF YOUR SERVICE THAT CARRIES A TERM COMMITMENT IS CONSIDERED TERMINATION OF THE ENTIRE SERVICE. THE EARLY-TERMINATION CHARGE IS NOT A PENALTY. RATHER, IT IS AN OFFSET OR RECOVERY OF CENTURYLINK COSTS RELATED TO EARLY TERMINATION AND THE DISCOUNTS ASSOCIATED WITH YOUR TERM COMMITMENT. THE EARLY TERMINATION CHARGE WILL BE WAIVED IF YOU NOTIFY CENTURYLINK WITHIN 30 DAYS OF THE DATE YOU ORDERED THE SERVICE WITH A TERM COMMITMENT THAT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT. CenturyLink may waive the early-termination charge if you move or upgrade Service; your original term commitment period may start over. After the term commitment period, Service will continue on a month-to-month basis (which may be at a charge higher than under a term commitment) until terminated by you or by CenturyLink. You may be given the option to select a new term commitment.

(c) Termination. You may terminate this Agreement and your use of the Services at any time and for any reason by contacting CenturyLink at [Residential Customer Service](#) or by calling the CenturyLink-provided customer service number on your bill; **you cannot terminate your Service by e-mail.** CenturyLink may terminate this Agreement, your password, your account, and/or your use of the Service, without notice and for any reason, including, without limitation, if you fail to pay any charges when due or if CenturyLink believes you or someone using your account has violated this Agreement. CenturyLink may, but is not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of CenturyLink and is subject to applicable charges. If Services are terminated by you or CenturyLink on any day other than the last day of your applicable billing cycle, your payment for that month of Services and Leased Equipment will not be prorated or refunded and your Services will continue to be available through the end of the applicable billing cycle.

(d) Return of Leased Equipment. Upon termination, you must promptly return your Leased Equipment to CenturyLink by using one of our designated delivery return services. If you use the delivery return services, CenturyLink 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 CenturyLink. CenturyLink will, at its option, either: (1) charge you the Equipment Charge if CenturyLink does not receive Leased Equipment within 30 days after termination; (2) charge you an amount up to the Equipment Charge upon termination and credit you back for such charge ONLY if CenturyLink receives your Leased Equipment within 30 days following termination; or (3) continue to charge you for Leased Equipment until CenturyLink receives the Leased Equipment.

(e) Seasonal Service (Vacation Service). The Service may not be placed on temporary suspension of the Service for a period of time ("Seasonal Service" or "Vacation Service") with a lower monthly recurring charge to you.

**13. Limitation of Liability.** THE LIMITATIONS OF LIABILITY IN THIS SECTION 13 APPLY REGARDLESS OF THE CAUSE OR LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE), EXCEPT AS TO A PARTY WHOSE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE CAUSED YOUR DAMAGES OR LOSSES. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, THE LIMITATION(S) NOT PERMITTED SHALL BE REDUCED OR MODIFIED TO THE MAXIMUM LIMITATION ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION ALSO ARE SUBJECT TO SECTION 16(b)(ii).

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, AND EQUIPMENT AND ACCESS THE SAME AT YOUR OWN RISK. CENTURYLINK RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE ANY DAMAGE OR INJURY.

(b) CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.

(c) CENTURYLINK IS NOT LIABLE FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, ANY ACT OR OMISSION BY YOU OR ANOTHER PERSON OR ENTITY WHILE USING THE SERVICE. IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY, AND THE THIRD-PARTY FAILS TO PROVIDE THAT SERVICE, CENTURYLINK WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE, AND YOU SHOULD SEEK RELIEF FROM ANY SUCH THIRD-PARTY. YOU AGREE THAT CENTURYLINK IS 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 CENTURYLINK FOR THE SERVICE AND CENTURYLINK WILL NOT ISSUE CREDITS FOR SUCH INCIDENTS.

(d) 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, SATELLITE SYSTEMS, MONITORED MEDICAL DEVICE ALERT, ALARM, OR ASSISTANCE SYSTEMS, AND CENTURYLINK IS NOT RESPONSIBLE IN ANY WAY FOR SUCH INCOMPATIBILITY OR ANY PROBLEMS OR LOSSES OF ANY TYPE RELATED TO THAT EQUIPMENT OR SERVICES.

(e) Payment Services.

(i) PAYMENT SERVICES UTILIZE, IN WHOLE OR IN PART, OTHER PROVIDERS AND THE PUBLIC INTERNET AND NETWORKS TO TRANSMIT INVOICE INFORMATION AND YOUR ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE AND UNDERSTAND THAT CENTURYLINK CANNOT GUARANTEE THAT PAYMENT SERVICES ARE COMPLETELY SECURE. THERE IS A RISK THAT THIRD PARTIES MAY ATTEMPT TO ACCESS PAYMENT SERVICES ON YOUR BEHALF OR ATTEMPT TO OBTAIN INFORMATION AND DATA RELATED TO PAYMENT SERVICES, INCLUDING ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE THIS RISK AS INHERENT TO THE NATURE OF THE PAYMENT SERVICES AND YOU AGREE TO TAKE ADEQUATE SECURITY PRECAUTIONS TO SAFEGUARD YOUR INFORMATION AND DATA.

(ii) CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF YOU, OTHER PROVIDERS, OR THIRD PARTIES IN CONNECTION WITH PAYMENT SERVICES. EXAMPLES OF THE FOREGOING LIMITATION INCLUDE THAT CENTURYLINK HAS NO LIABILITY IF: (A) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWING THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (B) CENTURYLINK IS PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (C) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (D) ANY PART OF THE ELECTRONIC FUNDS TRANSFER SYSTEM OR CREDIT CARD/DEBIT CARD PROCESSING SYSTEM IS NOT WORKING PROPERLY AT ANY TIME, INCLUDING WHEN YOU ARE ATTEMPTING TO USE PAYMENT SERVICES TO PAY YOUR INVOICE; OR (E) THERE ARE ANY DELAYS OR FAILURES IN PERFORMANCE OF PAYMENT SERVICES OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND CENTURYLINK'S REASONABLE CONTROL.

(iii) ACCOUNTS CREDITED WITH A PAYMENT THAT IS SUBSEQUENTLY RETURNED FOR ANY REASON BY YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER, INCLUDING BUT NOT LIMITED TO INSUFFICIENT FUNDS, ACCOUNT CLOSED OR INVALID ACCOUNT NUMBER, ARE DEBITED FOR THE AMOUNT OF THE ORIGINAL PAYMENT AND ALL APPLICABLE RETURNED CHECK CHARGES OR OTHER, SIMILAR CHARGES. YOUR CENTURYLINK ACCOUNT MAY ALSO BE TEMPORARILY SUSPENDED IMMEDIATELY UPON OUR RECEIPT OF THE DENIAL OF PAYMENT OR RETURNED CHECK AND REMAIN SUSPENDED UNTIL PAYMENT IS RECEIVED VIA A CASH TRANSACTION, E.G., CASH, CASHIER'S CHECK, OR MONEY ORDER.

(iv) CENTURYLINK DOES NOT GUARANTEE THAT PAYMENT SERVICES WILL BE AVAILABLE AT ALL TIMES OR WITHOUT DELAY; YOU REMAIN RESPONSIBLE FOR PAYING YOUR BILL REGARDLESS OF THE AVAILABILITY OF PAYMENT SERVICES. If you are unable to view or pay your invoice electronically or online for any reason, contact CenturyLink customer service by calling the phone number on your bill or at [Residential Customer Service](#).

(f) AS PART OF PROVIDING SERVICE, CENTURYLINK MAY ACCESS YOUR PREMISES, COMPUTER HARDWARE AND SOFTWARE, AND YOUR NETWORKING AND HIGH-SPEED INTERNET-RELATED EQUIPMENT. CENTURYLINK DOES NOT REPRESENT OR WARRANT THAT THE TECHNICIANS DOING SUCH WORK HAVE ANY SPECIAL EXPERTISE REGARDING YOUR COMPUTER OR SUCH EQUIPMENT.

(g) THE LIABILITY OF CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS IS FURTHER LIMITED AS FOLLOWS:

(i) FOR EQUIPMENT-RELATED CLAIMS, YOUR SOLE REMEDY IS THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 14;

(ii) FOR CLAIMS RELATED TO DAMAGES OR LOSSES TO REAL OR PERSONAL PROPERTY, PERSONAL INJURY, AND WRONGFUL DEATH, CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER;

(iii) FOR CLAIMS RELATED TO ANY LOSS OR LACK OF PRIVACY AS TO, USE OR MISUSE OF, THEFT OF, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, INFORMATION, OR DATA, INCLUDING ANY ACCOUNT OR PAYMENT INFORMATION, CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER; AND

(iv) FOR ALL OTHER CLAIMS, INCLUDING SERVICE-RELATED CLAIMS, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO CENTURYLINK IN THE SIX MONTHS PRIOR TO NOTIFYING CENTURYLINK OF YOUR DISPUTE. IF YOU GIVE NOTICE OF A DISPUTE AFTER TERMINATING SERVICE, YOUR DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO CENTURYLINK DURING THE LAST SIX MONTHS BEFORE TERMINATING SERVICE.

REGARDLESS OF WHETHER CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, DIMINUTION IN VALUE, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT.

(h) CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH DELAY OR FAILURE IS CAUSED BY A FORCE MAJEURE EVENT OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.

#### **14. Warranty.**

(a) Limited Warranty for Equipment. CenturyLink extends a Limited Warranty to the original lessor or purchaser (you) for the Equipment. The terms of the Limited Warranty are set out below (the "Limited Warranty") and are part of this Agreement. A copy of the Limited Warranty is also available upon request from CenturyLink at no charge. Nothing in this Agreement will be deemed to alter the terms of the Limited Warranty. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT, WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE.

##### **LIMITED WARRANTY**

(i) The Equipment is warranted by CenturyLink to the person originally purchasing or leasing the Equipment, and no others, to be free of manufacturing defects: (A) during the term of the Equipment lease, only (for Equipment leased from CenturyLink); and (B) for a period of 30 days from the date of Equipment purchase from CenturyLink ("Warranty Term"). Equipment you purchase may be eligible for additional warranty coverage from the manufacturer of that Equipment and you should review the materials included with that Equipment or contact the Equipment manufacturer for further information.

(ii) This Limited Warranty covers only the basic operations of the Equipment, and CenturyLink does not warrant the compatibility of the Equipment with any computer, operating system, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, network, operating, or other system. If the Equipment malfunctions due to a manufacturing defect before the Warranty Term expires, CenturyLink will replace or repair it, at its option, without

charge, so long as (A) you notify CenturyLink by calling the correct number set forth in Section 14(a)(vi) below, report that the Equipment's basic operations are not functioning properly, and cooperate with the CenturyLink representative to evaluate the circumstances; (B) the date you so notify CenturyLink is within the warranty period specified above; and (C) you promptly return the Equipment as provided in the return procedure set forth in the "Term and Termination" section of this Agreement (Section 12(d)). CenturyLink will: (1) replace or repair the Equipment, at its option, and return the replacement or repaired Equipment to you, within thirty (30) days after you comply with (A) through (C), above; (2) provide you with an expedited option whereby CenturyLink will send you a replacement Equipment promptly after you comply with (A) and (B); provided that, prior to sending you such replacement Equipment, CenturyLink may charge you, via a credit card that CenturyLink accepts or other means CenturyLink chooses, for the full retail cost of the replacement Equipment ("Advance Charge"). If you return your defective Equipment to CenturyLink according to the return procedure set forth in the "Term and Termination" section of the Agreement, and CenturyLink receives your defective Equipment on or before the 30th day after you request a replacement Equipment pursuant to this Limited Warranty, CenturyLink will credit back the Advance Charge to the same payment method to which the Advance Charge was applied (e.g., credit card) or to your monthly service bill; or (3) such other option to which you and CenturyLink may agree. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

(iii) *Repaired/Replacement Equipment.* CenturyLink may use new or reconditioned parts to repair the Equipment, or replace the Equipment with new, repaired, or reconditioned Equipment, all at CenturyLink's sole discretion. This Limited Warranty will apply to the replaced or repaired Equipment, for ninety (90) days or until the end of the warranty period set forth herein, whichever is longer. All replaced products or parts become the property of CenturyLink and will not be returned.

(iv) *Exceptions and Exclusions.* This Limited Warranty does not cover defects due to defacement, misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alterations, modifications, accidents, fire, flood, vandalism, acts of God or the elements. No advice or information given by CenturyLink, its affiliates, its contractors, or their respective employees will vary the terms of the Limited Warranty.

(v) *No Other Express Warranties and Limitation of Implied Warranties.* This Limited Warranty is the only express warranty extended by CenturyLink in connection with the Equipment. Implied warranties which may not be disclaimed are limited in time to the duration of this Limited Warranty, and all remedies for all such implied warranties are restricted to the remedy and procedure set forth for this Limited Warranty. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(vi) This Limited Warranty is extended to the person originally purchasing or leasing the Equipment, and no others. If you have questions or comments, please contact us at [Residential Customer Service](#).

(vii) This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(b) *Disclaimer of Warranties.* THE SERVICE, SOFTWARE, EQUIPMENT, INVOICE AND PAYMENT-RELATED CONTENT, PAYMENT SERVICES AND ALL RELATED INFORMATION AND SUPPORTING SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT FOR THE LIMITED WARRANTY IN THE PRECEEDING SECTION, CENTURYLINK PROVIDES THE SERVICE, SOFTWARE, AND EQUIPMENT WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND CENTURYLINK DISCLAIMS ANY SUCH WARRANTIES. CENTURYLINK DOES NOT WARRANT THAT THE SERVICE, SOFTWARE, PAYMENT SERVICES OR ANY OF ITS WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. CENTURYLINK IS NOT RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. CENTURYLINK TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. CENTURYLINK MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

**15. Indemnification.** You agree to indemnify, defend, and hold harmless CenturyLink and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service, Software, and/or Equipment; (b) installation, modification, or use of the Service, Software, and/or Equipment by you and/or any parties who use your Service, Software, and/or Equipment, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; (d)

patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; (e) negligent acts, errors omissions, gross negligence, or intentional misconduct by you.

**16. Dispute Resolution.** PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS (AS OPPOSED TO ON A CLASS, REPRESENTATIVE, MASS, COLLECTIVE, CONSOLIDATED, OR COORDINATED BASIS), THROUGH PRE-SUIT DISPUTE RESOLUTION, AND IF APPROPRIATE, BY COURT ACTIONS DECIDED BY A JUDGE (NOT BY A JURY). IT LIMITS YOUR TIME TO NOTIFY CENTURYLINK OF A DISPUTE AND LIMITS YOUR TIME TO FILE ANY CLAIM, DISPUTE, ACTION, OR LAWSUIT. THIS SECTION GOVERNS ALL DISPUTES, CLAIMS, ACTIONS, OR LAWSUITS BETWEEN YOU AND CENTURYLINK ARISING OUT OF OR RELATING TO THIS AGREEMENT, SERVICES, SOFTWARE, AND/OR EQUIPMENT, REGARDLESS OF THE LEGAL THEORY.

(a) **Pre-Filing Requirements.** Before filing or commencing any lawsuit, claim, or action in any court, you must first present any claim or dispute to CenturyLink in writing in a manner reasonably sufficient to allow CenturyLink a fair and adequate opportunity to resolve the dispute without litigation ("Notice of Claim"). Any Notice of Claim should be emailed to [legalaffairs@lumen.com](mailto:legalaffairs@lumen.com) or mailed to Lumen Technologies, Attn: Litigation Department, 931 14th Street, Suite 900, Denver, CO 80202.

THESE PRE-FILING REQUIREMENTS ARE MATERIAL TERMS OF THIS AGREEMENT PROVIDING YOU AND CENTURYLINK WITH SUBSTANTIVE, NOT MERELY PROCEDURAL, RIGHTS. YOUR FAILURE TO ABIDE BY THEM MAY BE GROUNDS FOR DISMISSAL OF ANY LAWSUIT.

(i) *Notice of Claim Must Be on an Individual Basis.* Your Notice of Claim must be on your own individual behalf and shall not be made on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that any Notice of Claim must be on an individual basis, it is a violation of this agreement for two or more claimants to include claims in a single Notice of Claim or attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same CenturyLink account.

(ii) *Fair and Adequate Opportunity to Resolve the Dispute.*

(A) (A)CenturyLink commits to work with you in good faith to resolve any disputes you may have. For your individual Notice of Claim to provide CenturyLink a fair and adequate opportunity to resolve the dispute without litigation, your Notice of Claim must include:

- (1) the CenturyLink account number(s) for the account(s) related to the claim or dispute;
- (2) a reasonable description of the facts underlying the claim or dispute, including relevant dates when you experienced billing, service, equipment, software or other issues;
- (3) an estimate of your money damages and how those damages were calculated;
- (4) a description of any relief sought other than money damages; and
- (5) supporting documentation, including copies of your bills supporting any billing dispute.

In addition to the information provided in your Notice of Claim, you also agree to respond within a reasonable time to any request from CenturyLink for additional information to support or clarify your claim or dispute.

(B) If your individual Notice of Claim includes any claim based on any alleged false statement, fraud, deception, or misrepresentation, then your individual Notice of Claim also must identify:

- (1) the content of any alleged false or misleading statement or advertisement;
- (2) the approximate date(s) on which you received, heard, or read that statement or advertisement;
- (3) how you received that statement or advertisement; and
- (4) if the alleged false or misleading statement was made by a particular person, that person's name or affiliation with CenturyLink (e.g., CenturyLink employee, CenturyLink-authorized service technician, or contractor).

(C) Using information you provide pursuant to Sections 16(a)(ii)(A) and (B), CenturyLink will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute.

CenturyLink will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections 16(a)(ii)(A) and (B), CenturyLink is not obligated to search its records.

(iii) *60-Day Pre-Filing Period.* If you and CenturyLink are unable to resolve your claim or dispute within 60 days after CenturyLink receives your Notice of Claim that meets the requirements of Sections 16(a)(i) and 16(a)(ii) ("60-Day Pre-Filing Period"), you may file a court action consistent with these Dispute Resolution Terms. If your Notice of Claim is deficient, incomplete, or defective because it is not made on an individual basis, as set forth in Section 16(a)(i), or because it does not include the information required by Section 16(a)(ii), then the 60-Day Pre-Filing Period will not begin until the first date on which CenturyLink has received information correcting those deficiencies or defects. Further, if your Notice of Claim otherwise meets the requirements of Sections 16(a)(i) and 16(a)(ii), but you fail to respond to a reasonable request from CenturyLink for missing or additional information about your claim or dispute, then the 60-Day Pre-Filing Period will pause and not begin again until you provide the requested missing or supporting information.

(iv) *Pre-Filing Tolling Period.* Any deadline to file a lawsuit will be extended up to a maximum of 60 consecutive days *after* CenturyLink receives your Notice of Claim ("Pre-Filing Tolling Period"). If you fail to respond to a reasonable request from CenturyLink for missing or additional information, then the Pre-Filing Tolling Period will end 14 consecutive days after the date of CenturyLink's request.

(b) *Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* By this Agreement, both you and CenturyLink waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis.

(i) *Examples of Class, Representative, Mass, Collective, Consolidated, or Coordinated Bases.* Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this agreement for two or more claimants to (1) include claims in a single Notice of Claim; (2) pursue their claims in a single court action; or (3) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same CenturyLink account.

(ii) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* As consideration for the Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis in this Section 16(b), CenturyLink agrees that:

(A) CenturyLink will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;

(B) If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds CenturyLink's highest offer of settlement during the 60-Day Pre-Filing Period, CenturyLink will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;

(C) Nothing in this Agreement, including the limitations on liability in Section 13, will prevent or limit the recovery of statutory remedies;

(D) The damage cap in Section 13(g)(iv) is increased so that it will not exceed the total charges you paid to CenturyLink in the twelve months prior to notifying CenturyLink of your dispute. If you give notice of a dispute after terminating service, the damage cap in Section 13(g)(iv) is increased so that it will not exceed the charges you paid to CenturyLink during the last twelve months before terminating service; and

(E) CenturyLink will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that CenturyLink retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

Your right to attorneys' fees, costs, and expenses provided by this Section 16(b)(ii) is not intended to limit your rights to recover these items under applicable law (if any such rights exist). If applicable law entitles you to a greater award of attorneys' fees, costs, and expenses than allowed under Section 16(b)(ii), you may recover that greater amount. However, you may not recover duplicative awards of attorneys' fees, costs, and expenses under both Section 16(b)(ii) and applicable law.

(v) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis not severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* If a court deems Section 16(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action, then Section 16(b)(ii) (Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) shall also be unenforceable and severed from this agreement.

(c) Waiver of Right to Jury Trial. **BOTH YOU AND CENTURYLINK WAIVE THE RIGHT TO A JURY TRIAL ON YOUR INDIVIDUAL CLAIMS.** To the extent court action is appropriate under this Agreement, any trial of your claims and CenturyLink's defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a "bench trial"), except as provided in Section 16(d).

(d) Waiver of Jury Trial Not Servable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. If a court deems Section 16(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action for any reason, the Waiver of Right to Jury Trial in Section 16(c) shall be unenforceable and severed from this agreement.

(e) Limitation on Time to File Any Claim, Dispute, or Lawsuit. YOU MUST NOTIFY CENTURYLINK OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR INVOICE, YOU MUST NOTIFY CENTURYLINK OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR INVOICE. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED INVOICE. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

**17. Notices.** Except as otherwise provided herein, all required notices to CenturyLink must be in writing and sent to 931 14th Street, 9th Floor, Denver, CO 80202; Attn.: Legal Department. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, bill message, bill insert, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you either when you ordered Service or Equipment or at a later time. You agree to provide CenturyLink with any and every change to your e-mail address by reason by contacting CenturyLink at [Residential Customer Service](#). If you fail to provide updated e-mail address information to CenturyLink, you agree that any notices sent to the e-mail address provided by you will be deemed to have been received by you.

Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when sent electronically to the email address you provided.

**18. Governing Law.** This Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Agreement shall be governed by the law of the state in which you receive the Services that are the subject of the dispute, claim, action or lawsuit.

**19. General.** If any term or provision of this Agreement is held invalid, illegal or unenforceable, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive. This Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and CenturyLink with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any other documents exchanged between you and CenturyLink related to the Service, Software, or Equipment, the provisions of this Agreement will control. . Notwithstanding the foregoing sentence, if you are subject to this Agreement and the CenturyLink Internet Subscriber Agreement, then in the event of any inconsistency between this Agreement and Sections 13 and 16 of the CenturyLink Internet Subscriber Agreement, Sections 13 and 16 of the CenturyLink® Internet Subscriber Agreement shall control, except that Section 13(d) of this Agreement shall continue to apply. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner toward any CenturyLink employee, vendor, contractor, or agent at any time. CenturyLink reserves the right to terminate your Services, Software, and Equipment without notice in the event of such behavior.

Please contact CenturyLink at [Residential Customer Service](#) if you have any questions regarding your account or want more information about your Services and/or account.

**Where required by law, customers who cancel their Service within the first three days, or seven days, as applicable, following acceptance of this Agreement will be refunded all charges incurred with respect to their account.**