

CenturyLink® Digital Home Phone Service Subscriber Agreement

This CenturyLink® Digital Home Phone Service Subscriber Agreement together with the exhibits and materials referenced herein (“Agreement”) is between CenturyLink and the end user of the CenturyLink Digital Home Phone Service and equipment described below (“you” or “Customer” or “Subscriber”). For your convenience, this Agreement combines obligations of multiple CenturyLink entities, but does not create joint liability between the CenturyLink entities. The particular CenturyLink entity providing you Service, Equipment and/or Software and the provision and receipt of such is subject to all applicable provisions of this Agreement, unless otherwise specified herein. Please review the Agreement carefully; it governs your use and CenturyLink’s provision of the Service, Software, and Equipment.

IF YOU ARE A NEW SUBSCRIBER, YOUR ENROLLMENT IN, ACTIVATION OF, USE OF OR PAYMENT FOR SERVICE OR EQUIPMENT CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT REQUIRES THE USE OF MANDATORY ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN LAWSUITS, JURY TRIALS, OR CLASS ACTIONS.

YOU SHOULD READ THIS AGREEMENT IN ITS ENTIRETY, BUT EVEN IF YOU CHOOSE NOT TO READ IT, ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT USE THE SERVICE OR EQUIPMENT, NOTIFY CENTURYLINK IMMEDIATELY TO CANCEL THE SERVICE, AND ARRANGE FOR THE RETURN OF ANY EQUIPMENT AND SOFTWARE CENTURYLINK MAY HAVE ALREADY DELIVERED TO YOU. FURTHER, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE PRICES AND CHARGES QUOTED TO YOU DURING THE ORDERING PROCESS AND OTHER TERMS AND CONDITIONS PROVIDED TO YOU DURING THE ORDERING PROCESS AND ON <http://www.centurylink.com/legal/cvoipsubscriberagreement> and <http://www.centurylink.com/legal/> ALL OF WHICH ARE INCORPORATED BY REFERENCE, AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE BOUND BY IT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE OR EQUIPMENT, CONTACT CENTURYLINK THROUGH OUR CUSTOMER SERVICE DEPARTMENT OR WEBSITE TO CANCEL THE SERVICE IMMEDIATELY AND RETURN THE EQUIPMENT TO CENTURYLINK ACCORDING TO THE RETURN POLICY AND PROCEDURE OUTLINED BELOW.

1. Definitions.

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

“*CenturyLink*” means the affiliate of CenturyLink, Inc. that provides you the Service, Software, and/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; 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 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.

(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 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 (“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 your registered 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 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 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 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.

(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 Leased Equipment,

including using Leased Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it. 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 please contact CenturyLink by obtaining the applicable contact information for replacement Leased Equipment at [Residential Customer Service](#) if your Leased Equipment is not working properly. 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 policy and procedure outlined in the "Term and Termination" section of this Agreement. 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 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. YOU WILL BE LIABLE TO CENTURYLINK FOR DAMAGE TO ANY EQUIPMENT LEASED FROM CENTURYLINK. 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://centurylink.com/legal>, or of any written notice to you, including e-mail: (i) stop offering the Service and/or leased Equipment, (ii) change the Service and/or this Agreement in a way that does not directly result in a material and adverse economic impact to you, and/or (iii) reduce MRCs or NRCs. Please check such website and your e-mail regularly for changes.

(b) Effective upon 30 days written notice to you, including email: (i) increase MRCs and/or NRCs, (ii) change the Service and/or this Agreement in a way that directly results in a material and adverse economic impact to you, and/or (iii) change the Dispute Resolution and Arbitration; Governing Law provision. CenturyLink may reduce the foregoing notice period if such increase is based upon Regulatory Activity.

Except as specified in the Dispute Resolution and Arbitration; Governing Law provision below, your continued use of the Service and/or Equipment constitutes acceptance of those changes. You must immediately stop using the Service and Equipment and terminate your Service if you do not agree to the changes. 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 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 your 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 Service 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 Policies. 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 Service 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 e-mail messages, 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.** 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. 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 will have no further obligations to you.

(c) **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 our 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.**

(d) **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.

(e) **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, with respect to any Service. 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) **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>. 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 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.**

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 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.

10. Privacy.

(a) By using the Services, you acknowledge the CenturyLink Privacy Policy posted at www.centurylink.com/Pages/AboutUs/Legal/PrivacyPolicy, which describes how CenturyLink handles and protects your information, including customer proprietary network information, and how we market and communication with you. The CenturyLink Privacy Policy 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:

- perform related registration (Equipment serial number, activation date, and WTN also provided to manufacturer), maintenance, support, and other service-quality activities and
- 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 CenturyLink's then-current standard or qualifying promotional MRCs and NRCs quoted to you during the ordering process and at the time(s) you order Service and/or Equipment. 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) *Messages on or with your Invoice.* CenturyLink may include important messages related to your Service or as required by state and federal authorities 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.

(iii) *Payment Services; 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. 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.

(A) *Applicable Policies; Website, Acceptable Use and Privacy.* You agree to comply with applicable CenturyLink policies, including the CenturyLink Website User Agreement, CenturyLink Acceptable Use Policy, and CenturyLink Privacy Policy, 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. Payment Services utilize, in whole or in part, the public Internet and third party 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. CenturyLink is not liable for any lack of privacy which may be experienced with regard to the 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.

(B) *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.

(iv) *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. CenturyLink will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

(v) *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. You also agree that CenturyLink will not be liable for any use, misuse, lost, stolen or incorrect account or 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. 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. 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. 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 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.

(vi) *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. The billed rate will continue unless you call us promptly and inform us that the billed monthly rate is not the one quoted to you. Except as otherwise provided by applicable law, you must notify CenturyLink of any disputes concerning any charges within 30 days after the date of your invoice. You accept all charges not disputed within 30 days. However, you may dispute charges resulting from your failure to return Leased Equipment to CenturyLink in the manner and according to the timelines described in this Agreement after the 30-day period described in this section, but such disputes may only specifically relate to the charges assessed for the Leased Equipment return. You will be charged a Late Charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will pay all CenturyLink expenses incurred to recover such withheld amounts, including attorneys' fees. To dispute a charge on your invoice, you must follow the dispute procedures described in the "**Dispute Resolution and Arbitration**" section of this Agreement.

(vii) *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 (A) 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 AND (B) CENTURYLINK HAS NOT PERFORMED AND YOU HAVE NOT USED ANY OF THAT SERVICE. 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, you may be given the option to select a new term commitment or to receive the Service 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.

(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 online or 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 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. 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.

(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 DAMAGE OR INJURY.

(b) CENTURYLINK IS NOT LIABLE FOR DAMAGES ARISING OUT OF OR IN A CONNECTION WITH ANY ACT OR OMISSION BY YOU OR ANOTHER PERSON OR ENTITY, ANY FAILURE OR DELAY IN MAKING PAYMENT SERVICES AVAILABLE TO YOU FOR ANY REASON AT ANY TIME, OR CONTENT OR INFORMATION ACCESSED WHILE YOU USE PAYMENT SERVICES, OR ANY CAUSE OF ACTION RESULTING FROM YOUR USE OR ATTEMPTED USE OF PAYMENT SERVICES IN ANY MANNER. 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, THE ELECTRONIC FUNDS TRANSFER SYSTEM, CREDIT CARD/DEBIT CARD PROCESSING SYSTEMS, OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND CENTURYLINK'S REASONABLE CONTROL. 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.

(c) REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND 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, PUNITIVE 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, 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 EVEN IF ANY SUCH DAMAGES ARE CAUSED BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS.

(d) THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 15 BELOW IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT. WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION 13, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY YOU TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY YOU TO CENTURYLINK UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

(e) CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, 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.

(f) 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.

(g) As part of providing Service we may access your premises, computer hardware and software, and your networking and high-speed Internet-related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer or such equipment. CenturyLink liability is limited to damage arising from willful misconduct or grossly negligent acts of CenturyLink technicians in accessing your premises, computer, or networking and high-speed Internet-related equipment up to \$500. This is your sole remedy for such activity and neither CenturyLink nor its affiliates, agents, or contractors is liable for any other damages, loss or destruction regardless of the theory, whether direct, indirect, incidental, special or consequential. This is a limitation upon the remedy for such grossly negligent or willful misconduct, and is NOT part of any benefit under this Agreement.

(h) Any claim or dispute arising out of or relating to this Agreement must be brought within one year after the cause of action arises.

14. Personal Injury, Death, and Property Damage. CENTURYLINK'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF CENTURYLINK RELATED TO THIS AGREEMENT WILL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY (AS LIMITED IN SECTION 13 ABOVE), OR BODILY INJURY OR DEATH DIRECTLY CAUSED BY CENTURYLINK'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR DAMAGES DESCRIBED IN THE PREVIOUS SENTENCE, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. CENTURYLINK AND OUR AFFILIATES, AGENTS, AND CONTRACTORS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS, REGARDLESS OF THE CAUSE. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap. 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.

15. 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) This Equipment is warranted by CenturyLink to the person originally purchasing or leasing the Equipment, and no others, to be free of manufacturing defects ("Limited Warranty"): (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.

(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, or operating or other system. If the Equipment malfunctions due to a manufacturing defect during the term of the Limited Warranty, CenturyLink will replace or repair it, at its option, without charge, so long as (A) you notify CenturyLink as set forth in Section 15(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 policy and procedure set forth in the "Term and Termination" section of this Agreement. 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 expedite 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 policy and 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 that you and CenturyLink may agree to. 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 the sole discretion of CenturyLink. 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. You agree that CenturyLink 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 CenturyLink for the Service and CenturyLink 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, satellite systems, monitored medical device alert, alarm, or assistance systems, and CenturyLink are not responsible in any way for such incompatibility or any problems or losses of any type related to that equipment or services.**

(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 PRECEDING 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 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 DEFAACEMENT, 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.

16. 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, or omissions by you; or (f) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of CenturyLink.

17. Dispute Resolution and Arbitration; Governing Law. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH MANDATORY ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. THE ARBITRATION PROVISION IS SET FORTH BELOW IN PARAGRAPH (a) ("ARBITRATION TERMS"). YOU MAY REJECT THE ARBITRATION TERMS PROVISION BY SENDING US WRITTEN NOTICE TO THE ARBITRATION NOTICE ADDRESS PROVIDED BELOW WITHIN 30 DAYS AFTER YOU BEGIN RECEIVING THE SERVICES. YOUR REJECTION NOTICE MUST STATE THAT YOU REJECT THE ARBITRATION TERMS PROVISION AND INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND PERSONAL SIGNATURE.

(a) Arbitration Terms. You agree that any dispute or claim arising out of or relating in any way to the Services, Equipment, Software or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory), will be resolved by binding arbitration. This means that the arbitrator, and not any court, shall have exclusive authority to resolve any dispute or claim arising under or relating to (among other subjects) the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any dispute or claim that all of this Agreement, or any part of this Agreement other than this arbitration, provision, is void, voidable, lacking in consideration, illusory, invalid, unconscionable, or for any reason unenforceable. The sole exceptions to arbitration are that either party may pursue claims: (1) in small claims court that are within the scope of its jurisdiction, provided the matter remains in such court and advances only individual (non-class, non-representative, non-consolidated) claims; and (2) in court if they relate solely to the collection of any debts you owe to CenturyLink. This section shall survive the termination of this Agreement to the greatest extent allowed by law. For example and without limitation, if after the termination of this Agreement you bring a dispute or claim in whole or in part based on, or related to, events or omissions that occurred while you were a CenturyLink customer, this section shall still apply.

(i) Arbitration Procedures. Before commencing arbitration, you must first present any claim or dispute to CenturyLink in writing to allow CenturyLink the opportunity to resolve the dispute. If the claim or dispute is not resolved within 60 days, you may request arbitration. The arbitration shall be conducted by the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. Colorado state law, without regard to choice-of-law principles, shall otherwise govern and apply to any and all claims or disputes. All face-to-face proceedings shall be conducted at a location which is reasonably convenient to both you and CenturyLink. Arbitration is final and binding. Any arbitration shall be confidential, and neither you nor CenturyLink may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. The arbitrator may award any relief or damages that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides. Judgment on any arbitration award may be entered in any court having jurisdiction.

(ii) *Costs of Arbitration.* The party requesting arbitration must pay the applicable AAA filing fee, except that if you are an individual using the Services for household or personal use and you initiate arbitration against CenturyLink: (1) you must pay one-half the arbitrator's fees up to a maximum of \$125 if your claim does not exceed \$10,000; (2) you must pay one-half the arbitrator's fees up to a maximum of \$375 if your claim is more than \$10,000 but less than \$75,000; and (3) you must pay an Administrative Fee in accordance with the AAA's Commercial Fee Schedule if your claim exceeds \$75,000 or if your claim is non-monetary. Except as provided in the preceding sentence, each party shall pay its own expenses of the arbitration, including the expense of its own counsel, witnesses, and presentation of evidence at the arbitration. 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 reasonable attorneys' fees.

(iii) *Changes.* Notwithstanding any provision in this Agreement to the contrary, if CenturyLink makes any future change to this Arbitration Terms provision during the period of time that you are receiving Services, CenturyLink agrees to send you the required written notice (including email) of any such change. You may reject any such change by sending CenturyLink a responsive written notice within 30 days to the CenturyLink address provided in the Notices section below. 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 such future changes, however, that are made to this provision after either party has submitted a written notice of dispute shall be effective as to your and CenturyLink's pending dispute and/or arbitration.

(b) Waiver of Jury and Class Action. By this Agreement, both you and CenturyLink are waiving rights to litigate claims or disputes in court (except small claims court as set forth in paragraph (a) above). Both you and CenturyLink also 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.

18. 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.

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. CenturyLink will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, together with the other agreements and policies and posted information referenced herein, constitutes the entire agreement between you and CenturyLink with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof. 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. 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.