

CenturyLink® Inside Wire Protection Subscriber Agreement

This CenturyLink® Inside Wire Protection Subscriber Agreement together with the exhibits and materials referenced herein (“Agreement”) is between CenturyLink and the end user of the CenturyLink Inside Wire Protection service 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 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.

IF YOU ARE A NEW SUBSCRIBER, YOUR ENROLLMENT IN, ACTIVATION OF, USE OF OR PAYMENT FOR SERVICE 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, NOTIFY CENTURYLINK IMMEDIATELY TO CANCEL THE SERVICE. 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://centurylink.com/terms> 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 ARE BUSINESS CUSTOMER, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF THE BUSINESS AND FORM AGREEMENTS FOR THE BUSINESS.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE, CONTACT CENTURYLINK AT [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#) (Small Business accounts), or [Enterprise and Strategic Customer Service](#) (Large/Enterprise/Global Business & Government accounts) TO CANCEL THE SERVICE IMMEDIATELY.

1. Definitions.

“*CenturyLink*” means the affiliate of CenturyLink that provides you the Service.

“*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.

“*Inside Wire*” means the wire that runs from CenturyLink’s connection point (usually a small box on the outside of your premises) to the telephone jacks or outlets inside your premises to which you plug your telephone, high-speed internet, and data equipment. For business key and PBX systems, Inside Wire runs from that connection point to the last connection to your common equipment. Inside Wire and jacks do not include wire or cable serving other electronic systems such as computers or entertainment systems. Inside Wire does not include distribution panels or other non-wire parts of so-called structured wire, or repairs to more complex inside wire.

“*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 the CenturyLink Inside Wire Protection service (formerly known as Inside Wire Maintenance and Line-Backer 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.

“*Trouble Location*” means that CenturyLink will identify the trouble with your service and the location, to the best of CenturyLink’s ability, of that trouble, including whether the problem is in the inside wire, telephone jacks or outlets, or our facilities located outside your premises. “*Trouble Location*” does not include trouble location when the trouble is in equipment at your premises connected to or used with a connection to the Internet or other services or involves facilities or equipment of other carriers or providers.

2. Service Description.

(a) Service. The Service provides trouble location and repair of your simple inside wire and jacks including identification and repair to inside wire and jacks used to provide CenturyLink voice and/or High-Speed Internet (HSI) service, excluding coverage and trouble location to voice equipment for voice service or data equipment connected to or used with HSI or other data service. You are not obligated to have the Service for CenturyLink to repair your inside wire, and you may repair the inside wire yourself or choose a different provider.

(i) Coverage.

- (A) If CenturyLink concludes, through remote testing, that the *Trouble Location* does not exist in CenturyLink facilities or your Inside Wire that is covered by the Service, a technician will not be dispatched to your premises. If, upon your demand, a technician is then dispatched and no trouble is found, the applicable one-time charge for a customer-demanded dispatch will apply.
- (B) Service covers repair to existing, working jacks and inside wire, but not initial installation. At least one jack on your premises must be working before the Service is effective.
- (C) Service coverage will commence without delay on the completion date of the Service order as noted on your account. The Service does not cover trouble that exists prior to establishing Service unless you elect to subscribe to the Service prior to a technician being dispatched to your premises for trouble isolation and repair. If you elect to subscribe to Service after our technician is dispatched, the Service will become effective the day following CenturyLink’s completed repair of the trouble and if you authorize CenturyLink to make the needed repairs, the applicable repair charges for inside wiring and/or customer-provided equipment will apply.
- (D) CenturyLink will provide repair work in a reasonable manner, so CenturyLink may reroute wire along baseboards or some other location to avoid replacement or repair of drywall, plaster or other materials and to avoid unnecessary work. If the problem exists in complex inside wire (larger than 6 pair), or the premises riser cable, CenturyLink retains the option to switch your service to a new pair of wires whenever good wire pairs are available (also called “cut to clear”).

(ii) Exclusions. The Service does not cover the following items or situations.

- (A) Repair or replacement of telephone handsets and modems or the cord connecting a telephone handset or modem to the jack.
- (B) Drilling or cutting into metal walls in order to facilitate the repair. CenturyLink technicians will work with you to complete the repair in a safe manner.
- (C) Installation of new jacks and wiring or rewiring. For new customers, CenturyLink will reconnect an existing, working jack to the main phone line if the previous customer had the jack wired to serve an additional line.
- (D) Cable or wiring that runs between or among separate buildings, apartments or dwelling units in a multi-tenant property.
- (E) Complete rewiring for jacks and wiring not installed or existing in accordance with accepted industry standards for telephone wiring. CenturyLink will repair and rewire, if necessary, the jack or outlet that is not working and offer to complete other rewiring, if requested, at our regular, additional installation charges.
- (F) Distribution panels or other non-wire parts of so-called structured wire systems, and no part of any wiring arrangement that provides you with a service or offering of another firm or provider.
- (G) Wire or cable serving other electronic systems such as computers or entertainment systems, except for any inside wire and jacks providing service for HSI service, but excluding trouble location to, or repair of, data equipment connected to or used with HSI service.
- (H) For business customers, wiring or cabling beyond the last connection to the common equipment for Key and PBX customers.

(l) The Service is not available to anyone or any business that rents or leases their premises. If you reside in a multi-tenant building, campus, or military housing, CenturyLink suggests you discuss inside wire repair responsibility with the manager or owner. Typically, they are responsible for inside wire repair.

3. 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/terms>, or of any written notice to you, including e-mail: (i) stop offering the Service, (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.

(c) Except as specified in the Dispute Resolution and Arbitration; Governing Law provision below, your continued use of the Service constitutes acceptance of those changes. You must immediately stop using the Service 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.

4. Service Limitations. The following conditions apply to the Service. CenturyLink may suspend, terminate, or limit use of your Service if you violate any of these conditions.

(a) 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.

(b) No Resale, Distribution, Transfer, or Assignment. You agree not to resell or distribute, transfer or assign this Agreement and/or the Service, except with CenturyLink's prior consent and according to CenturyLink's policies and procedures. 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 have no further obligations to you.

5. Rates and Charges; Payment.

(a) Rates and Charges. All Service 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. You are responsible for any charges associated with the Service, including without limitation, monthly Service charges, changes to Service, one-time trouble isolation or assessment charges, activation and installation charges, repair charges, shipping and handling fees, replacements charges, connection charges, Taxes, fees, surcharges and other charges. CenturyLink may impose fees or surcharges to recover amounts assessed to CenturyLink by third parties or related to CenturyLink's provision of Service 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, 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. Please see www.centurylink.com/feesandtaxes for more information about taxes, fees, and surcharges.

You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service, 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 from the date your Service is available for your use up to the first day of your first full month of Service, and your first full month of Service. 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 via the methods described on the following websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#) (Small Business accounts), or [Enterprise and Strategic Customer Service](#) (Large/Enterprise/Global Business & Government accounts). 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. 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 CenturyLink 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 via the methods described on the following websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#) (Small Business accounts), or [Enterprise and Strategic Customer Service](#) (Large/Enterprise/Global Business & Government accounts) 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 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 CenturyLink promptly and inform CenturyLink 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. 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 from the date CenturyLink received the deposit until the date CenturyLink refunded the deposit. 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.

6. 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 via the methods described on the following websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#) (Small Business accounts), or [Enterprise and Strategic Customer Service](#) (Large/Enterprise/Global Business & Government accounts); **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 will not be prorated or refunded and your Services will continue to be available through the end of the applicable billing cycle.

7. 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 AT YOUR OWN RISK.

(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, OR INTERRUPTED SERVICE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SERVICE EVEN IF ANY SUCH DAMAGES ARE CAUSED BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS.

(d) WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION 7, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM THAT CENTURYLINK WILL CORRECT ANY ALLEGED OR ACTUAL DEFECTS IN SUCH WORK OR MATERIALS THAT ARE CENTURYLINK'S RESPONSIBILITY, WITHOUT ADDITIONAL CHARGES. IF, FOR ANY REASON, THIS LIMITATION IS HELD TO BE UNENFORCEABLE, YOU AGREE THAT ANY DAMAGES CENTURYLINK MIGHT HAVE TO PAY WILL NOT EXCEED THE TOTAL MRCS AND USAGE CHARGES PAID BY YOU TO CENTURYLINK FOR THE SERVICE DURING THE AFFECTED PERIOD ("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 CenturyLink may access your premises, computer hardware and software, and your networking and high-speed Internet-related equipment. CenturyLink do not represent or warrant that the technicians doing such work have any special expertise regarding the Service. 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.

8. 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 7 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.

9. Warranty.

(a) Even though CenturyLink may take your order for Service, that does not mean CenturyLink will absolutely be able to provide the Service to you. After your order is taken, CenturyLink will be assessing CenturyLink's ability to implement the Service at your location. It may be that CenturyLink is unable to provide the Service to you. If CenturyLink ultimately decides CenturyLink can provide the Service, CenturyLink may need to change the original Service date. CenturyLink does not warrant or guarantee uninterrupted, error-free, or secure Service. CenturyLink disclaims all liability or responsibility if the Service changes or if Service performance changes or reduces.

(b) Disclaimer of Warranties. THE SERVICE, 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 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, 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. 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.

10. 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; (b) installation, modification, or use of the Service by you or any parties who use your Service, 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; (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.

11. 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 CENTURYLINK 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 Service 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 you and CenturyLink 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.

12. 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 at a later time. You agree to provide CenturyLink with any and every change to your e-mail address by reason by contacting CenturyLink via the methods described on the following websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#) (Small Business accounts), or [Enterprise and Strategic Customer Service](#) (Large/Enterprise/Global Business & Government accounts). 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.

13. 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, 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 without notice in the event of such behavior.

Please contact CenturyLink via the methods described on the following websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#) (Small Business accounts), or [Enterprise and Strategic Customer Service](#) (Large/Enterprise/Global Business & Government accounts) 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.