



CenturyLink™ PC Protection Plan Terms and Conditions

This is a legal contract. By purchasing this CenturyLink™ PC Protection Plan (this "Plan") and making monthly payments for this Plan, you acknowledge that you have had the opportunity to carefully read and understand the terms and conditions set forth herein and agree with each provision of this document. Please retain this document for your records. These terms and conditions, along with your monthly CenturyLink bill, constitute the entire agreement between the parties to this Plan. This document shall govern in the event of any conflict between this document and your monthly CenturyLink bill. Throughout this Plan the words "we," "us," "our" and "TMIS" refer to TMI Solutions, LLC, unless the context indicates a different meaning. CenturyLink, Inc. is the Seller of this Plan. The words "you" and "your" refer to you, the Plan holder, as identified on your monthly CenturyLink bill.

1. **Term and Coverage.** This Plan will become effective and billing will commence upon your subscription to the Plan, and will continue until terminated by either you, CenturyLink, or us as provided in Sections 6 and 15 below. **PRE-EXISTING CONDITIONS ARE NOT COVERED AND NO COVERAGE WILL BE PROVIDED WITHIN THE FIRST 30 DAYS FOLLOWING YOUR PC REGISTRATION.** Charges for the Plan are billed one month in advance. This Plan is offered on a per account basis and is available only to subscribers of CenturyLink telephone service. If you transfer your CenturyLink telephone service to another location at which CenturyLink provides residential telephone service, there will be no lapse in coverage under this Plan if you retain such service and continue your subscription to this Plan.
2. **Registration.** You must register the product to be covered under this Plan. After subscription, you will be sent an email directing you to the following website www.tmicare.com to register your product. **Failure to complete registration may result in a denial of coverage**, as coverage is only provided after 30 days from the successful registration of your computer. Products owned by anyone other than you may not be registered under the Plan. Registration, or changes and/or updates to your product registration, can also be made by calling (877) 335-0003.
3. **Your Responsibilities.** Your product must be in good working condition at the time of registration. Any faults identified during the initial registration of the product will be recorded as a pre-existing defect and will not be covered. You must follow the manufacturer's instructions for proper use, care and maintenance of the product. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. You authorize us or CenturyLink to install any software, wiring, modems and equipment to your computer, as needed, to provide the services described in these terms and conditions. **You acknowledge and agree that neither we nor CenturyLink will be responsible under any circumstance for any loss or corruption of data and/or software on your computer or any set or device which may be attached to your computer regardless of whether such set or device is attached by wire, signal or other means of transmission or attachment.** You will be solely responsible for securing and preserving any such data and/or software.
4. **Coverage.** This Plan provides for the repair or replacement of your product to normal operating condition after it has failed due to a defect in materials during normal use. Coverage under this Plan begins on the 31st day after you have registered your product. This Plan is offered on a per account basis and is available solely to CenturyLink subscribers. This Plan only covers Qualifying Products sold and residing in the United States.
 - a. **Qualifying Products:** This Plan covers one desktop or one laptop computer (Qualifying Products include "PC," "MAC", and "Tablets [iPad, Nook, Kindle, Android]" "computer" or "product"). A modem or router built into the computer will also be covered. This computer must contain a currently supported Windows operating system version such as Windows 7 or newer; and, a processor that is a Pentium 4 or newer or its equivalent.
 - b. **Service:** Subject to Section 9 below: If the product is a desktop computer, this Plan provides on-site, or courier pickup and delivery service. In the event of on-site service you must provide a safe, non-threatening environment for our technicians. On-site service will be provided during our regular business hours, local time, Monday through Friday, except holidays. Laptop computers will be serviced only by shipping the laptop to a designated depot for repair.

Except as described in these terms and conditions, any service provided under this Plan is provided "as is" and we disclaim all express and implied warranties related to such service, including any implied warranties related to the service, including any implied warranty of non-infringement, merchantability, or fitness for a particular purpose. Neither we nor CenturyLink promise uninterrupted or error-free service and you will hold us harmless for all such problems.
 - c. **Power Surge Protection:** This Plan provides power surge protection in the absence of any insurance coverage from the effective date of this Plan.
 - d. **LogMeIn™:** Our representative may use a diagnostic software tool called LogMeIn, available via internet on a public website. If needed, you will be asked to download this software and allow our representative to remotely access your PC.
5. **Annual Value Limitation on Claims.** Under this Plan, you are limited to repair or replacement parts, products and labor equal to an aggregate of \$1000 in total retail value for claims processed in any 12-month period.
6. **Payment.** You agree to pay monthly charges for this Plan as such charges appear on your CenturyLink bill. You may contact your CenturyLink representative for the current applicable rate for the Plan. Because this Plan is optional, nonpayment of charges for this Plan will not cause termination or denial of your CenturyLink residential telephone service. Nonpayment will, however, result in cancellation of this Plan. All charges, plus all applicable taxes, will be due and payable by the due date stated on your CenturyLink monthly bill. Charges for the Plan are billed one month in advance. Payments received after that date may be subject to a late payment charge.
7. **Exclusions from Coverage. This Plan does not cover the following items or events:**
 - a. **Computers that are not registered with CenturyLink or us, or have been registered with CenturyLink or us for less than 30 days;**
 - b. **Apple or Macintosh computers or any product not equipped with a processor that is a Pentium 4 or newer, or its equivalent;**

- c. Any PC not equipped with a currently-supported Microsoft operating system such as Windows [7] or higher;
 - d. Liquid immersion of any kind or failure due to general environmental conditions including, but not limited to, rust, corrosion, mold or dust; or failure due to animal or insect damage;
 - e. Improper electrical wiring and connections; improper installation, or setup; inaccessible products or parts;
 - f. Acts of God such as fire, lightning, water, windstorm, sand, dirt, hail or earthquake; civil disorder; riot; nuclear accident; or malicious mischief;
 - g. Any consumable part, such as batteries;
 - h. Costs due to routine maintenance, customer education, or no problem found;
 - i. Computer peripherals (except keyboard, mouse and speakers), adjunct devices or any device that is not built into your computer's housing, such as monitors, printers, scanners, remotes, LCD screens on laptops, PCMCIA cards, and accessories, DSL modems and wireless routers;
 - j. Unintentional or accidental loss or damage not resulting from normal and customary use and handling of the product such as, but not limited to, spilling liquid on the product or dropping the product;
 - k. Damage to, failure of, or defect in cosmetic or non-operational components that do not inhibit the proper operation and performance of the product, such as but not limited to appearance parts, broken hinges, or decorative finishing;
 - l. Problems caused or augmented by abuse, misuse, improper installation, or collision with any object;
 - m. Problems resulting from the original manufacturer's design plan or manufacturing process (as determined solely by us);
 - n. Repair or replacement covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure;
 - o. Special, indirect, consequential or incidental damage;
 - p. Theft or loss of the registered product; loss of use; or property damage;
 - q. Support or repair to software; loss or damage to stored data or software due to any cause, including: computer virus; worm; Trojan program; adware, spyware, firmware or any other file;
 - r. Data that is lost or damaged during a repair or replacement under this Plan;
 - s. Loss of the product while in storage or in the course of transit, delivery or redelivery; or
 - t. As otherwise provided in these terms and conditions.
8. Cancellation. This Plan may be canceled by you at any time for any reason by notifying the CenturyLink local business office (or other number that we may designate for such purpose). We may elect not to renew this Plan upon 30 days written notice to you at your last known address. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you directly or indirectly to CenturyLink or to us, or a substantial breach of duties by you relating to the product or its use. Upon any other termination or cancellation by you or us, you will have coverage provided, at no cost from the date of termination or cancellation plus an additional 30 days.
9. Claims Process. In the event the product malfunctions after 30 days from the registration of the product, you may file a claim by telephone at **1-877-335-0003**. You will be required to provide a valid credit card for the collection of the Service Order Charge of \$50. This Service Order Charge is not a deductible which will decrease the benefits available under this Plan. After we authorize your claim, we will arrange for service and we will cover the reasonable cost of parts and labor that we authorize. Desktop computers may, at our sole discretion, be serviced on-site; or, may be picked up, repaired, and returned to you. Laptop computers will be required to be shipped to a depot facility of our choice. We will provide you with postage and a shipping container. Repair service will be available Monday through Friday during our regular business hours, except holidays. We will warrant a replacement product or part for 90 days from the date you receive it. If we determine in our sole discretion that your product cannot be repaired, or that the cost of repair would exceed the retail value of a replacement product, then we will replace it with a new or remanufactured product of like kind and quality, subject to the Annual Value Limitation on Claims (see Section 5 above). Technological advances may result in a replacement product with a lower selling price than the original product. We make no representation that any replacement product will be identical or substantially identical to the product submitted for repair or replacement. **AT OUR OPTION, REPLACEMENTS WILL BE NEW, REBUILT, OR WITH NON-ORIGINAL MANUFACTURER'S PARTS OR PRODUCTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** We will warrant a repair for 30 days from the date of repair completion. Coverage under this Plan continues after each repair or replacement. If we determine at our sole discretion that your product can be neither repaired nor replaced, then we may require you to ship the defective product to us, at your expense. In such event, we will issue a check made payable to you for an amount based on the current market value of the product. You can purchase a replacement product and register it to continue this Plan. Coverage for the replacement product will begin 31 days after its registration. Additional products may be covered separately under separately-purchased Plans.
10. Changes to Plan. WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON 30 DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A BILL INSERT IN THE CENTURYLINK MONTHLY TELEPHONE BILLING ENVELOPE OR BY ELECTRONIC NOTIFICATION, AS A MESSAGE PRINTED ON THE CENTURYLINK BILL, IN A SEPARATE MAILING, OR BY ANY OTHER REASONABLE METHOD AT OUR DISCRETION. IF YOU DO NOT ACCEPT THE MODIFIED CHARGES OR TERMS OF THE NEW PLAN PERIOD, OR THE MODIFIED ADMINISTRATION OF THE PLAN, YOU MAY CANCEL THE PLAN AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS OF THIS PLAN.

11. Limitation of Liability. UNDER NO CIRCUMSTANCE WILL WE OR CENTURYLINK BE LIABLE TO YOU FOR EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER FORESEEABLE OR NOT) INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR BUSINESS, FUTURE PROFITS OR LOSS OF GOODWILL.

NEITHER WE NOR OUR VENDORS, SUPPLIERS OR LICENSORS WILL BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY: (A) ACT OR OMISSION BY YOU, OR ANOTHER PERSON OR COMPANY; (B) PROVIDING OR FAILING TO PROVIDE SERVICE; (C) INTERRUPTION OR FAILURE IN ACCESSING OR ATTEMPTING TO ACCESS THE SERVICE. CERTAIN PORTIONS OF SERVICE WILL BE PROVIDED BY PARTIES THAT ARE OUR INDEPENDENT CONTRACTORS. WE AND CENTURYLINK DISCLAIM AND WILL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS COMMITTED BY ANY SUCH INDEPENDENT CONTRACTORS. IF WE OR CENTURYLINK ARE FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICE, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE MONTHLY RECURRING CHARGE YOU PAID FOR THE SERVICE DURING THE MONTH IN WHICH THE AFFECTED SERVICES OCCURRED.

12. Force Majeure. Neither we nor CenturyLink will be held responsible for any delay or failure in performance under any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar cause beyond our control.
13. Abuse of Plan. This Plan is for your use only and any of our or CenturyLink's obligations hereunder may not be assigned. PCs owned by anyone other than you are not covered by this Plan. Any abuse of this Plan by you including, but not limited to, seeking repair or replacement of a product not belonging to you, may result in termination of this Plan.
14. Transferability. You may not transfer or assign this Plan, any interest in this Plan, or any benefits under this Plan, to another party.
15. Renewability. This Plan will automatically renew from month to month until canceled.
16. Financial Responsibility. This agreement is not an insurance contract. Obligations of the provider under this Plan are backed by the full faith and credit of TMIS as the provider of this Plan and are not guaranteed under a service contract reimbursement policy. The address for TMIS is 360 Market Place, Roswell, GA 30075. TMIS may delegate any or all of its administrative responsibilities under this Plan as permitted by applicable law.
17. Additional Terms and Conditions. The following additional terms and conditions apply only to Plans purchased in the states indicated below and shall govern to the extent of any express conflict with a provision above. For Plans purchased over the telephone or Internet, refer to the state in which you reside.

AL, AR, LA, MN, MO, NM, NV, NY, SC, VA, WA and WY Only. If no claim has been made under this Plan, you have the right to return this Plan within 20 days of the date this Plan was mailed to you, or within 10 days of delivery if this Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price of this Plan. This right to void this Plan is not transferable and applies only to the original Plan purchaser.

AL, AR, HI, LA, MD, MN, MO, NV, SC, TX, VA and WY Only. A 10% penalty per month will be added to a refund that is not made within 45 days of return of this Plan to us.

FL and OK Only. If you cancel this Plan, return of premium will be based upon 90% of unearned pro rata premium less any claims that have been paid or less the cost of repairs on your behalf. If we cancel this Plan, return of premium will be based upon 100% of unearned pro rata premium less any claims paid or the cost of repairs made on your behalf.

MD and VT Only. If no claim has been made under this Plan, you have the right to return this Plan within 20 days of the date this Plan was mailed to you or delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price of the Plan. This right to void this Plan is not transferrable and applies only to the original Plan purchaser.

NV and NM Only. We will not cancel this Plan, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Plan, whichever occurs first except for: (a) failure to pay any amount under this Plan when due; (b) your conviction of a crime which results in an increase in the service required under this Plan; (c) discovery of fraud or material misrepresentation by you in obtaining this Plan, or in presenting a claim under this Plan; or, (d) your act or omission, or your violation of any condition of this Plan, the discovery of which occurs after the effective date of this Plan and which substantially and materially increases the service required under this Plan. Cancellation of this Plan as permitted hereunder is effective 15 days after we mail the cancellation notice to you.

NY and WA Only. A 10% penalty per month will be added to a refund that is not made within 30 days of return of this Plan to us.

AL Only. If you submit a written request to cancel this Plan, you will be provided a pro rata refund of the Plan's full purchase price less an administrative fee of up to \$25.

AZ Only. If this Plan is cancelled, you will be provided with a pro rata refund after deducting for administrative expenses associated with the cancellation, without deduction for any covered claim incurred or paid.

CT Only. We and you will make reasonable efforts to resolve disputes over the terms of this Plan. In the event that we and you cannot reach agreement, you may mail a formal written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product, and a copy of this Plan (including receipt and application).

FL Only. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

GA Only. We may cancel this Plan only for fraud, material misrepresentation, or failure to pay. You may cancel this Plan at any time upon demand and surrender of the Plan, in which case we will refund the excess of consideration paid above the customary short rate for the expired term of the Plan. This Plan is bonded by Platte River Insurance Company, P.O. Box 5900, Madison, WI 53705-0900 (the "insurer"). You are entitled to make a direct claim against the insurer in the event we fail to pay any claim within 60 days after the claim has been filed with us.

HI Only. If no claims has been made under this Plan, you have the right to return this Plan within 30 days of the date this Plan was mailed to you, or within 20 days of delivery if this Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price for this Plan. This right to void this Plan is not transferrable and applies only to the original Plan purchaser.

IL Only. If you cancel this Plan within 30 days after you purchase this Plan and no service has been provided, we will refund the total cost of this Plan less a cancellation fee. At any other time, you will be provided a pro rata refund for the unexpired term of this Plan, based upon the elapsed term of this Plan less the value of any service received and a cancellation fee. No cancellation fee will exceed the lesser of 10% of the Plan price or \$50.

IA Only. The issuer of this contract is subject to regulation by the insurance division of the department of commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

KY and **OR** Only. This Plan is bonded by Platte River Insurance Company, P.O. Box 5900, Madison, WI 53705-0900 (the "insurer"). You are entitled to make a direct claim against the insurer in the event we fail to pay any claim within 60 days after the claim has been filed with us.

LA Only. If we cancel this Plan, we will mail a written notice to you which will include the reason for and the effective date of the cancellation.

MI Only. If the performance of this Plan is interrupted because of a strike or work stoppage, the effective period of this Plan shall be extended by the period of the strike or work stoppage.

NH Only. In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire insurance department, at 21 South Fruit Street, Suite 14, Concord, NH 03301, or (603) 271-2241.

NV Only. We will not cancel this Plan, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Plan, whichever occurs first except also for a material change in the nature or extent of the required service or repair which occurs after the effective date of this Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Plan was issued or sold. In the event of cancellation, you will be provided a pro rata refund less any outstanding balance on your account.

NM Only. A 10% penalty per month will be added to a refund that is not made within 60 days of return of this Plan to us.

NC Only. The purchase of this Plan is not required either to purchase or obtain financing for a home appliance. We may only cancel this Plan for nonpayment or for your direct violation of any Plan provision. You may cancel this Plan at any time after purchase and receive a pro rata refund less any claims paid and an administrative fee of up to 10% of the pro rata refund.

OH Only. This Plan does not cover covered product malfunction or failure caused by power surge. This state-specific exclusion is not intended to indicate coverage where no coverage exists under this Plan for malfunction or failure caused by power surge.

OK Only. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Also, Oklahoma's service warranty statutes do not apply to any commercial use references in service warranty contracts.

SC Only. In the event of a dispute with the provider of this Plan, you may contact the South Carolina Department of Insurance, at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or (800) 768-3467.

TN Only. This Plan is automatically extended while the product is being repaired.

TX Only. TMI Solutions is registered in Texas under Texas Department of Licensing and Regulation (TDLR) Registration No. 608. We may elect not to renew this Plan upon 30 days written notice to you. We will credit to your account the full purchase price of the Plan, decreased by the amount of any claims paid under the Plan. Upon any termination or cancellation by you or us, you will have coverage provided at no additional cost from the date of termination or cancellation plus an additional 30 days. If you cancel this Plan, a 10% penalty per month will be added to any credit not made to your account before the 46th day after we receive notice of cancellation. Unresolved complaints concerning providers and administrators or questions concerning the regulation of providers may be addressed to the Texas Department of Licensing and Regulation, at P.O. Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202.

UT Only. To the extent that this Plan is for the repair or maintenance of a consumer good, this Plan does not cover a consumer good the cost of which is more than \$3,700.

VA Only. We will not cancel this Plan during the initial term of this Plan except for: (a) nonpayment of provider fees; (b) fraud or misrepresentation of material facts; or, (c) if this Plan were to provide coverage before the time the residential property is purchased, should the purchase of the property not occur. If you are unable to contact or obtain satisfaction from us, you may contact the Virginia Corporation Commission, at Bureau of Insurance, P.O. Box 1157, Richmond, VA 23218-1157, or (800) 552-7945.

WA Only. We may cancel this Plan upon 21 days prior written notice to you. For claims (as described in Paragraph 9 above), the Service Order Charge will be \$50 per occurrence and qualify as a deductible under this Plan. As a deductible, your benefits will be reduced for each occurrence. Repair service will be available Monday through Friday during regular business hours, except holidays. Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a Covered Product, for which repair is prescribed under this Plan, which is essential to your health and safety ("Emergency Repair"). In the case of an Emergency Repair, you will not be required to obtain our prior authorization for service. Only in the case of an Emergency Repair, you may directly contact a qualified and insured servicing contractor to obtain service in the event of failure or malfunction of a Covered Product. Upon completion of the service, the servicing contractor must provide you an itemized invoice for the charges. You should try to find a servicing contractor who will charge a fair and reasonable cost for parts and labor as you will be responsible for paying the servicing contractor directly for the services rendered, including the Service Order Charge or similar charge up to the Service Order Charge, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to us for reimbursement up to the limit of coverage under this Plan.

WI Only. **THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan will only be cancelled for material misrepresentation, substantial change in the risk assumed, or a substantial breach of contractual duties, conditions or warranties. You may, within 15 calendar days of the delivery of this Plan, reject and return this Plan for a full refund less actual costs or charges needed to issue and service this Plan. If you cancel this Plan at any time during the coverage period, claims will not be considered when calculating any refund due. Provided that we are notified of operational or mechanical failure of the Covered Product as soon as reasonably possible and, in any case, within one year after the time required by this Plan, failure to notify us of such failure within the time required by this Plan will not invalidate or reduce our obligations under this Plan unless we are prejudiced by your failure to timely notify us of the Covered Product failure.

This Plan is provided by
TMI Solutions, LLC
as specified in Paragraph 16 of this document.