

## CenturyLink® Internet Subscriber Agreement

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

Your enrollment in, activation of, use of, or payment for Service, Equipment and/or Software constitutes your acceptance of this Agreement, and you represent that you are of legal age to enter into this Agreement and are bound by it. You should read this Agreement in its entirety, but even if you choose not to read it, its disclosures, terms and conditions will be legally binding upon you. If you do not accept this Agreement, do not use the Service, Equipment or Software and notify CenturyLink immediately to cancel and return all Equipment supplied by CenturyLink by calling the CenturyLink phone number on your bill or through these websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large Business & Government accounts).

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

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

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

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

CenturyLink does not guarantee Service and strongly encourages you to take steps to prevent losses from issues you may encounter with your Service, Equipment and/or Software. CenturyLink highly recommends against using your Service, Equipment and/or Software in any manner that may cause you to suffer damage or loss of any kind should your Service, Equipment and/or Software become unavailable or suffer from performance issues. For example, if you use your Service, Equipment and/or Software for any business or commercial purpose, CenturyLink urges you to consider obtaining business interruption insurance to cover the risk of business or commercial losses. For more important information about CenturyLink's network performance, please see Section 2(a)(ii) below and CenturyLink's Internet Service Disclosure located at <http://www.centurylink.com/aboutus/legal/internetservicemanagement.html>.

### **1. Definitions.**

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

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

*“Enterprise Class”* means any CenturyLink customer (a) billed more than \$500 in MRCs for Service, Software, or Equipment, or (b) with 10 or more employees using the Service, Software, or Equipment.

*“Equipment”* means the gateway, modem, router and/or other 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.

*“Fixed Wireless”* is a technology used to provide CenturyLink Internet service with access via a wireless antenna.

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

*“ISP”* means Internet Service Provider.

*“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>.

*“Pure Broadband”* means a version of CenturyLink Internet service with or without an accompanying residential telephone access line having the ability to make outbound calls. Pure Business Internet is the business version of Pure Broadband and is incorporated within this definition.

*“Regulatory Activity”* means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

*“Service”* or *“Services”* means all of the internet services and associated value-added services you receive from CenturyLink pursuant to this Agreement, including, but not limited to: CenturyLink Internet, CenturyLink High-Speed Internet; Pure Broadband, CenturyLink Connect Internet Basic, CenturyLink Office Basic, and CenturyLink Office Plus, or other CenturyLink-provided Internet access service; CenturyLink Internet Basics, @Ease Services, additional services described in the Service Description Section below, and related CenturyLink installation, repair, support and provisioning. *“Service”* or *“Services”* when used in the Service Description Section below refers to the specific service or services being described.

*“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 Customers, and CenturyLink remits what is collected to such governmental entities or agencies.

## **2. Service Description.**

### **(a) CenturyLink Internet.**

(i) CenturyLink will provide Service that runs either over the same copper line as your CenturyLink wireline telephone line, over a fiber-optic connection that runs directly to your location, or via a wireless connection to your location. If you do not have a CenturyLink wireline telephone line, CenturyLink will (a) provide Pure Broadband over either a copper or fiber-optic connection to your location or (b) provide Fixed Wireless over a wireless connection to your location. You must specify a CenturyLink telephone number to use with the Service (unless you order Pure Broadband Service or Fixed Wireless). CenturyLink may terminate your Service or charge you for Pure Broadband Service if you change your CenturyLink local telephone service to another company, move your

CenturyLink local telephone service to a wireless service provider or otherwise terminate your CenturyLink local telephone service.

(ii) *Availability.* Service may not be available in all areas or at the rates or speeds generally marketed. The speed(s) available at your location are identified during the ordering process and confirmed upon the provisioning of service at your location. Service speeds disclosed to you are “up to” a specific download speed via a wired connection under typical circumstances within the CenturyLink network and at your location. Service is provided on a per-line basis, and the actual throughput speed of your Service depends on a number of factors such as Internet traffic and congestion or bandwidth, distance of your location from certain CenturyLink data equipment, viruses or spyware, number, age, and capability of connected devices, server speed of the Websites you connect to, traffic and congestion on your home network or corporate LAN, and your PC settings. Service via a wireless connection may not deliver the disclosed throughput speed or “up to” speed and will vary, particularly when Service is accessed by multiple wireless devices. Speed tests may reflect a speed lower than actual throughput speed when connected via a wireless connection or when multiple devices are in use, and may be further limited by the speed capabilities of those devices, in addition to the other factors listed above. Uninterrupted or error-free Services are not guaranteed and CenturyLink may limit speeds. Additional information about network performance, practices and policies is disclosed on CenturyLink’s High Speed Internet Service Management page located at <http://www.centurylink.com/aboutus/legal/internetservicemanagement.html>.

CenturyLink will provision your line at the maximum speed available at your location within the speed range of the Service you selected. Your location may be subsequently eligible for additional Services, including new speed options; provided that you will be charged for any Service change. Additionally, some ISPs may not be supported for all speeds and in all areas and, if you change speed you may no longer be able to utilize the ISP you originally selected. Availability of Service depends on availability and limits of CenturyLink wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. Service is offered only to location(s) qualified by CenturyLink line qualification procedures. Some lines may not qualify for the Service even if initial tests qualified such lines. Speed and availability of Services are not guaranteed and may be limited by a variety of factors including but not limited to the physical condition of your line and wiring at and/or inside your location, your service location, phone line qualifications, computer or device performance/configuration, and network/Internet congestion. Each of these factors is outside of CenturyLink’s control and, as a result, none are CenturyLink’s responsibility. Any repairs or changes to these factors are your sole responsibility. Additionally, Fixed Wireless is subject to service limitations including but not limited to proximity and positioning of antennas, cell tower/site outage, tampering or damage to Equipment.

(iii) *Moves.* If you move to another location (including a move within the same building) you are not guaranteed to have either the same Service or any Service at the new location. Your line must be re-qualified for Service at any new location and MRCs and NRCs applicable to any new Service will apply.

(iv) *CenturyLink Facilities and Equipment to Provide Service; Licenses.* Certain CenturyLink facilities and equipment used to provide you Internet service may be located on your premises. These facilities and equipment are the property of CenturyLink and must be installed, relocated, rearranged, tested, inspected, and maintained only by CenturyLink. You are responsible for damage to such facilities and equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to the CenturyLink facilities or equipment unless authorized by CenturyLink. Any unauthorized attachments or connections may be removed or disconnected by CenturyLink and your Service may be suspended or terminated as a result. You agree to provide CenturyLink access to your premises at reasonable hours if necessary to terminate or cancel Service or to maintain or remove the facilities and/or equipment. CenturyLink is not liable for defacement or damage to your premises resulting from the existence of CenturyLink facilities or equipment and associated wiring, or from the installation or removal thereof, when such defacement or damage is not the result of CenturyLink negligence. You may be required to provide, install, and maintain, at your expense, certain items such as appropriate space and power, and rights or licenses, to receive Internet service, if such items are not already in place. These items may include without limitation suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of telephone facilities, rights to use or install pathways, shafts, risers, conduit, telephone closets, interior wiring, service areas, racks, cages, utility connections, entries and/or trench (for purpose of providing entrance facilities into multi-unit housing complexes, commercial properties or business developments to reach points of termination).

(v) *Internet Purchased Through CenturyLink ON Portal.* Some customers are able to purchase Services through the CenturyLink ON Portal (“CenturyLink ON Portal Customers”). Except as otherwise provided below in this Section 2(a)(v), the remaining provisions of this Agreement apply to CenturyLink ON Portal Customers. The following provisions apply only to CenturyLink ON Portal Customers:

(A) CenturyLink ON Portal Customers will have no Equipment to install or self-install. Your location is pre-wired and configured for Service and you simply install service by subscribing through the CenturyLink ON Portal.

(B) CenturyLink ON Portal Customers will have to set up automatic, monthly recurring payments for their Services on a credit card. MRCs will be billed to your credit card on file in advance. If you purchase any additional value-added services, those purchases will be billed to your credit card on file with us within a day or two of your order.

(C) Services are available without any early termination liability because there are no term commitments connected with Services purchased through the CenturyLink ON Portal.

(D) MRCs may be increased by up to \$2 per month every 6 months.

(E) You may cancel your Services at any time by following the cancellation instructions in the CenturyLink ON Portal. However, if you cancel your Services 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 terminate on that date.

(vi) *Internet Purchased Through Other Portals.* Some customers are able to purchase Services through portals other than the CenturyLink ON Portal ("Other Portal Customers"). Except as otherwise provided below in this Section 2(a)(vi), the remaining provisions of this Agreement apply to Other Portal Customers. The following provisions apply only to Other Portal Customers:

(A) Other Portal Customers must subscribe for Services through the applicable portal. Other Portal Customers will have to set up automatic, monthly recurring payments for their Services on a credit card. MRCs will be billed to your credit card on file in advance. If you purchase any additional value-added services, those purchases will be billed to your credit card on file with us within a day or two of your order.

(B) After Service activation, you may cancel your Services at any time by following the cancellation instructions in the applicable portal. Services are available without any early termination liability because there are no term commitments connected with Services purchased through the portals. However, if you cancel your Services 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 terminate on that date.

(C) CenturyLink, in its sole discretion, may suspend or terminate Services if you fail to pay the full amount due within three (3) days of the due date set forth in your billing statement.

(vii) *CenturyLink Simple.* CenturyLink Simple customers are eligible to purchase Services through the CenturyLink Simple portal ("CenturyLink Simple Customers"). Except as otherwise provided below in this Section 2(a)(vii), the remaining provisions of this Agreement apply to CenturyLink Simple Customers. The following provisions apply only to CenturyLink Simple Customers:

(A) CenturyLink Simple Customers will have to set up automatic, monthly recurring payments for their Services on a credit card, debit card or Automated Clearing House (ACH) electronic payment. MRCs will be billed to your credit or debit card on file or via ACH in advance.

(B) Services are available without any early termination liability because there are no term commitments connected with CenturyLink Simple.

(C) You may cancel your Services at any time. However, if you cancel your Services 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 terminate on that date.

(b) Internet Access. You must select a qualifying Internet access provider at the time you order Service. If you select a provider other than CenturyLink this Agreement does not apply to your Internet access service (but does apply to all other Services, Software, and Equipment you receive from CenturyLink) and you will be subject to the third-party provider's terms. After commencement of your Service, if the provider you selected either: (1) no longer has a relationship with CenturyLink, (2) you change speeds, and your current ISP is not supported at the new speed; (3) will no longer offer the service in your area, CenturyLink may contact you to determine a qualifying replacement provider. In such situation, CenturyLink will allow you to move to a replacement provider and will waive the associated destination

change charge. CenturyLink may charge you a destination change charge for any other change in Internet service provider.

(i) *Account Usage and Identification.* You will receive a username and password and/or other identifying information (collectively and together with other information about your account the "Account Information") upon completing the registration process. You are responsible for maintaining the confidentiality of the Account Information and are fully responsible for all activities that occur under your account including payment for all such activities. You agree: (A) that only you and your authorized designees will use your Account Information and that you will not transfer or disclose such Account Information to any other person, (B) to immediately notify CenturyLink of any unauthorized use on your account or any other breach of security, and (C) to ensure that you exit from your account at the end of each session. "Authorized designees" means members of your family or business associates that you, at your own risk and responsibility, permit to access the Internet access service using your Account Information. You must ensure that any such authorized designees will comply with this Agreement and you will be responsible for all use of the Internet access service and any other services accessed through the Internet access services on your account whether or not authorized by you. You acknowledge that you are aware that certain content accessible through the Internet access service may contain material that is unsuitable for minors. Accordingly, you agree to supervise any minor's use of the Internet access service through your account. CenturyLink will not be liable for any loss or damage arising from your failure to comply with this Section. IN ADDITION, YOU AGREE THAT CENTURYLINK, IN ITS SOLE DISCRETION, MAY PLACE RESTRICTIONS ON USE OF YOUR SERVICES, AND IMMEDIATELY DISRUPT, SUSPEND, OR TERMINATE YOUR SERVICES WITHOUT NOTICE FOR VIOLATIONS, SUSPECTED VIOLATIONS, OR TO PREVENT VIOLATIONS OF THIS AGREEMENT.

(ii) *E-mail Storage Space and Other Limitations.* Certain Services have limited storage availabilities and/or capabilities. CenturyLink reserves the right to delete, without prior notice, files from any directory or mailbox if the associated storage limitations are exceeded. CenturyLink provides unlimited storage of read email per mailbox, except for attachments to emails and other files uploaded by you which CenturyLink reserves the right to remove after 120 days. Unread messages may be removed from your inbox 90 days after delivery. All email may be removed from your Trash or SPAM folders after 2 days. Read email in your inbox and all personal folders, except Trash and SPAM folders and except attachments and files uploaded by you, will be retained indefinitely. Furthermore, CenturyLink reserves the right to deactivate email accounts that have not been accessed for a period of 120 consecutive days.

(iii) *Only you may use your e-mail account.* You must keep your CenturyLink provided e-mail accounts and passwords confidential and not authorize any third party to access or use the e-mail accounts on your behalf. You must contact us right away if you suspect misuse of your e-mail accounts or any security breach in the Service. For some parts of the Service, you may be able to set up additional accounts that are dependent on your account ("associated accounts"). If you use associated e-mail accounts, you represent and warrant that you are authorized to accept this contract on behalf of the individuals using those e-mail accounts. You are responsible for all activity that takes place with your Service account and any associated e-mail accounts. If you use an associated e-mail account, you acknowledge that the holder of the Service account has full control over your associated e-mail account. If you establish any associated e-mail accounts, you understand and agree that the holder of the Service account may: manage your e-mail account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account, including electronic communications, contact lists, and other information. You hereby indemnify CenturyLink for any claims, costs, and/or damages incurred as the result of any e-mail account holder, associated with your Service account, asserting that the Service account holder accessed the account or its contents in excess of the Service account holder's authority.

(iv) *Change of Service.* A change or disconnect of Service could lead to the loss of stored e-mail. Such loss may ordinarily be prevented by saving such e-mail on your personal computer prior to the change of Service. Customer will not hold CenturyLink liable for the loss of e-mail during the change of Service process, whether caused by Customer or CenturyLink.

(v) *CenturyLink Connected Home.* CenturyLink Internet customers are eligible to purchase CenturyLink Connected Home services. CenturyLink Connected Home services consist of equipment and access to an online portal (the "Site") where you can control your equipment ("CenturyLink Connected Home"). If you at any time purchase CenturyLink Connected Home services to use with your Internet service, this section also applies to you.

(A) *Payment.* The terms and conditions in Section 11 of this Agreement apply to payment for CenturyLink Connected Home.

(B) The terms and conditions in Sections 3 and 8 of this Agreement apply to installation of CenturyLink Connected Home. Charges may apply for certain maintenance, trouble isolation, and support services. CenturyLink Connected Home is only available in select markets. CenturyLink may, in its sole discretion and without notice, make CenturyLink Connected Home available in additional markets. Subject to your compliance with the terms of this Section and this Agreement, you may access and use the Site and CenturyLink Connected Home service only for your own personal non-commercial use. Any commercial use of the Site or CenturyLink Connected Home service is expressly prohibited without CenturyLink's prior written consent.

(C) CenturyLink Connected Home is a customer-monitored automation service and does not ensure the safety and security of you or your property. It is not a security service. CenturyLink cannot and will not be monitoring your home through this service. You will be monitoring your home. In the event of certain activities at your home (e.g., door being opened), based on how you configured your account, you may or may not receive an automated notification from the CenturyLink Connected Home portal or CenturyLink Home Application on your mobile device or via email, but CenturyLink will not contact you or respond or send anyone (e.g., the police or fire department) to respond to the activity. If you believe that there is an intruder or other potentially dangerous situation in your home, you should contact local law enforcement and not attempt to respond to the situation yourself. CENTURYLINK IS NOT RESPONSIBLE FOR ANY LOSS, LIABILITY, OR DAMAGES FOR PROPERTY DAMAGE, THEFT, PERSONAL INJURY, OR DEATH THAT RESULT, DIRECTLY OR INDIRECTLY, FROM RESPONDING, OR FAILING TO RESPOND, TO A NOTIFICATION FROM CENTURYLINK CONNECTED HOME OR FROM ANY DEFECT OR MALFUNCTION ASSOCIATED WITH CENTURYLINK CONNECTED HOME THAT RESULTS IN THE FAILURE OF ANY NOTIFICATION TO ISSUE.

(D) Internet Connection. CenturyLink Connected Home requires a connection to the Internet via CenturyLink Internet service in order to work. If your CenturyLink Internet service is not functioning properly, your CenturyLink Connected Home service will not function properly, and you will not be able to monitor your home via CenturyLink Connected Home.

(E) Rights You Grant To Us Regarding Your Information.

- (1) Right to Collect, Store and Use Your Information. By submitting data, materials, content or other information (collectively, "Information") to CenturyLink you are licensing that Information to CenturyLink for the purpose of providing the CenturyLink Connected Home service. By submitting Information to CenturyLink—or allowing CenturyLink to collect such Information—you represent that you are entitled to submit it to CenturyLink for use for this purpose, without any obligation by CenturyLink to pay any fees or other limitations.
- (2) Right to Create and Use Anonymous and Aggregate Data. By using the CenturyLink Connected Home service, you expressly authorize CenturyLink to create from the Information it collects, non-personally identifying anonymous or aggregate data and to use and disclose such anonymous or aggregate data in a non-personally identifiable manner.
- (3) CenturyLink cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

(F) Your Other Duties. If your CenturyLink Connected Home equipment contains any batteries, you are responsible for replacing those batteries at your own expense. You are responsible for obtaining any applicable permits or licenses, if permits or licenses are required by the city or county of your home.

(G) Intellectual Property Ownership and Restrictions. The contents of the Site and CenturyLink Connected Home service, including its "look and feel" (e.g. text, graphics, images, logos, and button icons), photographs, editorial content, notices, software (including websites) and other material are protected under applicable patent, copyright, trademark and other laws protecting intellectual property. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, CenturyLink Connected Home service, or any related documentation. CenturyLink and its licensors own all right, title and interest, including all worldwide patent rights, copyrights, trademarks, service marks, trade secret rights, design rights, moral rights and all other intellectual property and proprietary rights (collectively, "Intellectual Property Rights"), in the Site and CenturyLink Connected Home service. All rights not expressly granted to you in the terms of this section are reserved by CenturyLink.

(vi) *Additional Features and Applications.* Additional features and applications may be provided as part of the Service. Additional charges may apply.

(vii) *Chat Rooms*. CenturyLink does not allow customers to install their own chat rooms, since chat rooms require significant system resources. However, for an additional charge, CenturyLink will provide a chat room for your use.

(viii) *CenturyLink web.help service*. If you type a nonexistent or unavailable Uniform Resource Locator ("URL"), or enter a search term into your browser address bar, the CenturyLink web.help service will present you with a CenturyLink web.help search page containing suggested links based upon the nonexistent or unavailable URL or query you entered, rather than an NXDOMAIN or similar error message or a redirection from your browser or toolbar software. If you have made a typing error in the browser address bar whereby you get the main name of the entity right but the prefix or suffix wrong (such as [www.centurylink.com](http://www.centurylink.com) or [www.centurylink.con](http://www.centurylink.con)), CenturyLink web.help may correct the error and take you directly to that entity's home page (in this example, [www.centurylink.com](http://www.centurylink.com) -- CenturyLink's home page). The CenturyLink web.help service may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based or toolbar-based search results pages. If you would prefer not to receive the CenturyLink web.help service, you should follow the opt-out instructions that are available by clicking on <http://webhelper.centurylink.com/prefs.php>.

(ix) *McAfee™ Network and Data Protection*. McAfee™ security services for safeguarding your network and data are included within CenturyLink-provided networking Equipment purchased or leased by CenturyLink Internet customers. Compatible Equipment should receive a firmware update within 72 hours of completing installation and activation. The McAfee™ services will not start until the Equipment is fully installed and the firmware update is successful. Adding third party devices to the CenturyLink-provided networking Equipment may render the McAfee™ services inactive. If you have questions about the McAfee™ services, 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 Class Customer Service (Large Business & Government accounts). In utilizing the McAfee™ services, you are accepting not only the terms of this Agreement but also accepting the terms of service provided by McAfee™. CenturyLink makes no warranty, express or implied, as to the McAfee™ service. Your sole warranty related to the McAfee™ service is as set forth within the terms you are accepting directly with McAfee™. Please refer to those terms as located at <https://www.mcafee.com/consumer/en-us/policy/global/legal.html>.

(x) *Network Performance Monitoring*. CenturyLink provides real-time monitoring and analysis of network performance and the performance of your internet connection. CenturyLink may access and record information about your devices, including, but not limited to, the type of device, the device's operating system version, geo-location information based upon your consent, Equipment information, aggregate broadband traffic, speed/throughput tests, profiles and settings including IP and MAC addresses, and installed software. You agree to permit us and our applicable third-party supplier to access the Equipment and your devices, and to monitor and record such data, profiles and settings for the purpose of providing an enhanced quality of experience related to the Service. Also, you consent to our monitoring of your Internet connection and network performance, and to our accessing and adjusting Equipment settings as they relate to the Service. By measuring network performance from CenturyLink's facilities and Equipment to your end user devices, we can provide the following benefits to you:

- Monitoring of data throughput, data usage, bandwidth time outs, and Equipment resets.
- Identifies bottleneck, performance and coverage issues in facilities and equipment, isolating problems outside or inside your premises.
- Identifies opportunities to optimize broadband service.
- Provides accurate measurement of wired and Wi-Fi speeds/throughput at your location, improving your Service understanding.
- Allows the discovery of optimal locations for wireless devices.
- Provides potential capability as related to:
  - Proactive notifications to optimize Service
  - Offering of new products and services
- Provides potential capability for the following management controls:
  - Parental controls
  - SSID and password management
  - Guest network management
  - User and device profile management.

We will not track nor collect data based upon content viewed, streamed, downloaded, uploaded, or written on applications or websites for purposes other than network performance monitoring without first informing you and giving you a choice about whether you want us to do so. Data collection as a result of network performance monitoring will be stored within our internal systems. CenturyLink and its authorized vendors, contractors and agents will only share the network performance monitoring data for the sole purpose of performing the services outlined above.



(xi) *Retired Services and Features.* The following services and features have been retired as of the date listed below, meaning that CenturyLink ceased offering the services and features to customers who were not already subscribed to them as of those dates. The terms and conditions for each of the retired services and features may be found at <http://www.centurylink.com/legal/highspeedinternetsubscriberagreement/> and are incorporated herein by this reference.

- Web Hosting Service, retired effective May 1, 2013;
- Web Design Tools and Templates, retired effective May 1, 2013;
- Optional CenturyLink Office Backup Service, retired effective May 1, 2013;
- CenturyLink @Ease, retired effective July 20, 2019; and
- CenturyLink Home Network Backer and CenturyLink Office Network Backer, retired effective August 21, 2008.

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

(a) CenturyLink-Provided Equipment.

(i) *Leased Equipment.* Equipment leased from CenturyLink ("Leased Equipment") is CenturyLink's property and you may not assign, rent, or transfer Leased Equipment or your rights or duties under this Agreement to another without CenturyLink's prior written consent. You agree not to mishandle, abuse, misuse, or improperly store or operate the Leased Equipment, including using Leased Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it. You agree that if Leased Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at any time during the term of this Agreement or upon termination of this Agreement, CenturyLink may charge you for its full retail cost (the "Equipment Charge"). CenturyLink does not refund or credit leases, so if your Leased Equipment is not working properly please contact CenturyLink for replacement Leased Equipment using the number on your bill or through the following websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large Business & Government accounts). Replacement Leased Equipment may or may not be the same model. Instead of leasing, if you 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 & Procedure. Lease payments are due for every month you lease the Leased Equipment and lease payments do not count towards a purchase of Leased Equipment.

(ii) *Purchased Equipment.* You will be deemed the owner of the purchased Equipment ("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 the Purchased Equipment is inoperable, please contact CenturyLink by obtaining the applicable technical support contact information at the following websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large Business & Government accounts). If CenturyLink deems the Purchased Equipment has a manufacturing defect, the Limited Warranty (set forth in the "Warranty" section below) will apply if it has not expired. If the Purchased Equipment fails as a result of a manufacturing defect after the Limited Warranty has expired, or fails for any other reason, you may request that CenturyLink deliver replacement Purchased Equipment. Any such replacement Purchased Equipment will be charged to you at CenturyLink's then-current rates, plus shipping and handling and any applicable Taxes. Replacement Purchased Equipment may or may not be the same model.

(iii) *Delivery and Installation of Equipment.* Equipment may be delivered to you only in the United States. You understand that you are responsible for self-installing the Equipment once you receive it unless you select a technician installation from CenturyLink for an additional charge. You are encouraged to complete installation of the Equipment promptly because you will be responsible for full payment for the charges on your bill even if you have not yet installed the Equipment and used the Service at the time the bill is rendered. Information on installation procedures is located at <http://www.centurylink.com/help/index.php?assetid=135>. As required, you will provide CenturyLink with reasonable access to your premises for technician installation of Equipment.

(iv) *Copyright Software.* If, in connection with your CenturyLink Internet Service, you are purchasing Equipment, you should be aware that the Equipment may contain copyrighted software that is licensed under the General Public License (GPL) and/or other open source licenses. To determine whether your Equipment contains open source software, visit <http://internethelp.centurylink.com/internethelp/open-source.html>. Copies of these licenses are available at this link. You may also obtain the complete corresponding source code from us for a period of



three years after our last shipment of this product at the same location. This offer is valid to anyone in receipt of this information.

- (b) 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 under applicable law, CenturyLink may:

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

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

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

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

**6. Software.**

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

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

(c) No Modification. You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of CenturyLink or a third-party that appear or are used in connection with the Software or the Service. You agree that the Software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by CenturyLink or the third-party licensor or supplier. In addition, you agree that you will not de-compile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form.

(d) Ownership. You acknowledge that CenturyLink or the third-party licensor or supplier of the Software, as applicable, own all rights, title, and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to anyone else.

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

(f) Updates, Upgrades, or Changes. CenturyLink may update, upgrade, or change the Software and related settings on your computer from time to time. You agree to cooperate with CenturyLink in performing such activities. A program downloaded to your computer when Service is installed will perform automatic updates to certain Service-related Software on a regular basis. This program may collect certain information necessary to perform this function. Any information collected as part of this process will be treated in accordance with CenturyLink's Privacy Notice. You may choose to turn off the automatic updates function. If you order new Services from CenturyLink at a later date, and the automatic updates feature has been turned off, you may be prompted at that time to update Software currently on your computer before the new Software can be downloaded.

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

(h) Federal Procurements. This section applies to all acquisitions of the Software by or for the Federal Government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other transaction with the Federal Government which calls for delivery or use of the Software by the Government. By accepting delivery of the Software under any such contract, grant, cooperative agreement, or as part of any such transaction, the Government agrees that the Software qualifies as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Government's use and disclosure of the Software and documentation and will supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clauses FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or any other clause which purports to grant to the Government rights greater than, or additional to, those set forth in this Agreement, or which purports to impose additional requirements upon CenturyLink to make the Agreement effective, unless CenturyLink specifically so consents by separate written agreement. Please contact CenturyLink for Software manufacturer information.

**7. Service Conditions.** 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) Limits on Use. Your use of the Service is subject to the applicable AUP posted at <http://centurylink.com/aboutus/legal/acceptable-use-policy.html> and you agree not to use the Service in any way that violates the applicable AUP, for a business or for any commercial purpose if your Service is a residential service, or in a way that impacts CenturyLink network resources or CenturyLink's ability to provide services. You agree not to: (i) offer public information services (unlimited usage or otherwise), or (ii) permit more than one Internet log-on session to be active at one time, except if using a roaming account when traveling, in which case 2 sessions may be active. 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 office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your Equipment to access the Service (including the establishment of a wireless fidelity ("WiFi") hotspot), but the Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by CenturyLink. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents CenturyLink's ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You will not be in violation of this Agreement by allowing Service access to authorized employees, contractors, or users (i.e., the customers of the establishment or hotel/motel guests and patrons). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, Denial of Service (DoS), etc. It is the customers' responsibility to secure computers, servers, and equipment to avoid the opportunity of becoming exploited. CenturyLink may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure acceptable service levels to all CenturyLink customers. CenturyLink is not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) Data Usage Limits. Your use of the Service is subject to any data usage limitations applicable to your Service plan as described on the CenturyLink High Speed Internet Service Management page at <http://www.centurylink.com/aboutus/legal/internetservicemanagement.html>.

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

(d) Assignment by CenturyLink. CenturyLink may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If CenturyLink does that, CenturyLink has no further obligations to you.

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

(f) 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.

(g) Monitoring and Testing the Service. CenturyLink may, but is not obligated to, monitor the Service for various purposes, including but not limited to verifying AUP compliance and for usage statistics that may be used for marketing purposes. You are responsible for monitoring your accounts for access to newsgroups, social media, mobile applications ("apps"), and Websites that may contain improper material. You will notify CenturyLink of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. CenturyLink may also test Service for maintenance purposes to detect and/or clear trouble.

(h) Data Management and Security. CENTURYLINK STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. CenturyLink is not responsible for the management of your data, including without limitation loss of your data or back-up or restoration of your data. CenturyLink is not responsible for the security of your data on your computer or server.

(i) Port 25 Filtering. Port 25 is primarily used for communication between e-mail servers. Filtering e-mail communication going to and from customers on port 25 improves network security and helps to reduce the spread of e-mail-borne viruses and reduce the overall volume of Spam on the Internet. Port 25 filtering is a recognized Internet industry best practice for service providers and is used by CenturyLink to automatically protect your computer from being used by malware (typically caused by a virus) to send or relay Spam. If you need to adjust port 25 filter settings, contact CenturyLink Technical Support (1-888-777-9569) or follow the instructions found at <http://internethelp.centurylink.com/internethelp/zam-port-25.html>.

(j) 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.

(k) Location-Based Advertising. You may receive advertisements based on the geographic area associated with your IP address. CenturyLink does not share your address or any personally identifiable information with advertisers, and you will not see additional advertisements as a result of this program, but you may see advertisements that are more relevant to your geographic area.

**8. Installation, Maintenance and Support.** You may choose on-site installation for a charge, or you may select the self-installation method. Charges may apply for certain maintenance, trouble isolation, and support services and if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. CenturyLink will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in CenturyLink facilities (no charge if CenturyLink later finds the trouble was in CenturyLink facilities) or CenturyLink equipment or is found in customer equipment/systems or Equipment. A dispatch charge also applies if: (A) Customer requests a service date change but fails 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. If you purchased networking equipment from CenturyLink, CenturyLink will provide you telephone support for connectivity, and settings, on wireless networks created with the CenturyLink-provided networking equipment for 30 days from the date of the networking equipment purchase, at no additional charge.

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

In addition to CenturyLink's AUP, you agree to comply with the CenturyLink Website User Agreement, as posted to <https://www.centurylink.com/aboutus/legal/website-user-agreement.html> (or successor URL), and with the following rules:

- (a) **Abusive Behavior:** Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact.
- (b) **Privacy:** Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without the written consent of the individual to which the information relates. Do not cooperate in or facilitate identity theft.
- (c) **Intellectual Property:** Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate the works of authorship of any other person or entity without the written permission of the copyright holder.

Nothing in this section requires CenturyLink to take action against any user that violates this section, the AUP, or Website User Agreement, but CenturyLink is free to do so if it sees fit.

## **10. Privacy.**

(a) By using the Services, you acknowledge and agree to comply with the CenturyLink Privacy Notice posted at <https://www.centurylink.com/aboutus/legal/privacy-notice.html> (or successor URL). This notice describes how CenturyLink handles and protects your information, including customer proprietary network information, and how CenturyLink markets and communicates with you. The CenturyLink Privacy Notice may change from time to time without notice to you.

(b) CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 CFR §164.501 under the Health Insurance Portability

and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI shall be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing, creating, or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules, or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this Agreement.

(c) 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](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large Business & Government accounts), or by expressly opting-out on our [Marketing Preferences](#) website. You understand and agree this express written consent is not a condition of purchase.

## **11. Rates and Charges; Payment.**

(a) Rates and Charges. All Service and Equipment is provided to you at the amounts shown on your CenturyLink bill. If you believe the amounts shown on your CenturyLink bill differ from the amounts disclosed to you during the ordering process as reflected in your order confirmation or master service agreement, please immediately contact CenturyLink customer service at the phone number on your bill or via the methods at the following websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large Business & Government accounts).

You are responsible for any charges associated with the Service, Software, 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. CenturyLink may impose fees or surcharges to recover amounts assessed to it by third parties or related to CenturyLink's provision of Service or Equipment to you. These fees or surcharges are not Taxes and are not required by law but are set by CenturyLink and may change. Other than promotional MRCs, plans with MRCs that don't change, and MRCs offered with a term commitment, your MRCs for Service, Leased Equipment, fees, or surcharges are not guaranteed and may increase during the period in which you subscribe to Service. In the event CenturyLink offers the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment.

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

(b) Payment.

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

(ii) Payment Services.



- (A) Effect on Paper Invoices. You may view and pay your invoices from CenturyLink through Payment Services. Certain CenturyLink offers or promotions may require you to enroll in specified Payment Services as a condition to receiving such offer or promotion. Your failure to enroll or maintain enrollment in the required Payment Services may affect the amounts at which CenturyLink provides you Service or Equipment. Certain Payment Services send an email notification to you each month when your new invoice is available for review. However, if you are unable to view your invoice electronically or online for any reason, you are still required to make your payment on time. In such situations, you are responsible for obtaining an invoice copy and/or account balance by contacting CenturyLink via the methods described on the following websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large 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.
- (B) Applicable Policies; Online Payments, Website, Acceptable Use and Privacy. You agree to comply with applicable CenturyLink policies, including the CenturyLink Electronic and Online Payment Terms and Conditions, CenturyLink Website User Agreement, CenturyLink Acceptable Use Policy, and CenturyLink Privacy Notice, all as posted to <http://www.centurylink.com/Pages/AboutUs/Legal> (or successor URL) and incorporated by this reference, when you use Payment Services. If you do not agree with the terms of any of these policies, do not use Payment Services. CenturyLink may, but is not obligated to, monitor the Payment Services for various purposes, and CenturyLink and its third-party vendors may access and use information regarding performance of Payment Services to perform maintenance, support, and other service-quality activities.
- (C) Unlawful, Abusive, or Fraudulent Purposes. Payment Services will not be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using Services in a way that: (1) interferes with CenturyLink's ability to provide CenturyLink Services or Payment Services to CenturyLink customers, (2) avoids your obligation to pay for CenturyLink Services, (3) constitutes a criminal offense, (4) gives rise to a civil liability, or (5) otherwise violates any laws.

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

- (A) You will provide all information necessary for CenturyLink to provide and bill for the Service and Equipment. You affirm that the information you supply to CenturyLink is correct and complete, and you will promptly notify CenturyLink whenever your personal or billing information changes. To use or enroll in a Payment Service, you must provide CenturyLink with your email address for the receipt of notices. You agree to keep your email address updated and understand it is your responsibility to provide any changes or updates to your email address to CenturyLink. Some Payment Services require you to pay by credit card. If you elect to pay by credit card, you are responsible for directly updating or notifying CenturyLink of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.
- (B) You are solely and fully responsible and liable for all activities that occur under your CenturyLink account, password, user ID, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. You agree to immediately notify CenturyLink if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure or use of your CenturyLink account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to CenturyLink by contacting our customer service. You also agree to periodically change your passwords.
- (C) You authorize CenturyLink to provide information about, and to make changes to, your CenturyLink account, including changes within Payment Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access Payment Services on your behalf, such as through the Internet. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take adequate security precautions to safeguard your data.

(iv) *Payment Information.*



- (A) **Payment Services.** For your convenience, you may elect to have CenturyLink retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card/charge card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with CenturyLink that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask CenturyLink to retain for you. 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 you are responsible for any charges you may incur from the financial institution in order to make such online payments and that CenturyLink will not be responsible or liable for any loss or damage caused or created by that company. In the event that any amount on a third party site does not match the same amount presented at the CenturyLink Website or on your printed CenturyLink invoice, CenturyLink's listed amount is deemed to be the accurate amount. In the event the amount listed at the CenturyLink Website and on your printed CenturyLink invoice do not agree, the printed CenturyLink invoice should be considered the correct invoice and should be used to determine the amount to be paid.
- (C) **Credit Card Policies.** Regarding payments made by credit card, CenturyLink reserves the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide CenturyLink your credit card information, you authorize CenturyLink to automatically charge your provided credit card for all charges on your account, and CenturyLink will automatically charge your credit card for all such charges on the applicable billing due date shown on your billing statement, to the extent possible. No chargebacks are available or permitted.
- (D) **Partial Payment.** Partial payments are acceptable, however CenturyLink's acceptance of such payments are not to be construed as an acceptable payment arrangement that automatically extends your Service beyond the normal disconnect date. CenturyLink's acceptance of late or partial payments (even those marked, "PAID IN FULL") and Late Charges will not constitute a waiver of any of CenturyLink's rights to collect the full amount due. If you are unable to pay an invoice in full prior to the due date, please contact CenturyLink using the phone number on your bill or through these websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large Business & Government accounts).
- (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 initiates any legal action to recover amounts due, you agree to reimburse CenturyLink for all expenses CenturyLink incurs to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys' fees. You will be charged a Late Charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will not pay for the Services (as defined above), or any related services you may purchase, with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an Amendment to this Agreement. CenturyLink reserves the right to terminate access to Payment Services for any account at any time.
- (v) **Disputes.** If you have any questions about your invoice or dispute a charge on your invoice, please contact CenturyLink customer service before the due date at the phone number on your bill or through these websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large Business & Government accounts). The charges will continue unless you inform CenturyLink promptly of any dispute and it determines that any charges were incorrect. IF YOU ARE UNABLE TO RESOLVE YOUR DISPUTE AFTER CONTACTING CENTURYLINK CUSTOMER SERVICE YOU MUST FOLLOW THE DISPUTE RESOLUTION PROCEDURES DESCRIBED IN SECTION 16 OF THIS AGREEMENT.
- (vi) **Deposit.** CenturyLink may reasonably modify the payment terms or require other assurance of payment, including a deposit, based on Customer's payment history, lack of established credit, or a material and adverse change in Customer's financial condition. Refunded deposit amounts will be credited to your account and any

credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Service, Equipment, or Software from the date CenturyLink received the deposit until the date CenturyLink refunded the deposit. If you receive Service, Equipment and/or Software in a state that does not require CenturyLink to pay interest on deposits, CenturyLink will not pay any interest on such deposits.

## 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 OR CENTURYLINK TERMINATE THAT SERVICE BEFORE THE END OF THE TERM COMMITMENT PERIOD, YOU WILL BE REQUIRED TO PAY THE EARLY-TERMINATION CHARGE SET FORTH IN THIS AGREEMENT, WHICH IS EQUAL TO 100% OF THE MRC MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE FIRST TWELVE (12) MONTHS OF THE TERM COMMITMENT PERIOD PLUS 40% OF THE MRC MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE TERM COMMITMENT PERIOD AFTER THE FIRST TWELVE (12) MONTHS. FOR PURPOSES OF THIS SECTION, MOVING, CHANGING YOUR INTERNET SERVICE PROVIDER, OR MAKING A CHANGE TO ANY PART OF YOUR SERVICE THAT CARRIES A TERM COMMITMENT IS CONSIDERED TERMINATION OF THE ENTIRE SERVICE. THE EARLY-TERMINATION CHARGE IS NOT A PENALTY. RATHER, IT IS AN OFFSET OR RECOVERY OF CENTURYLINK COSTS RELATED TO EARLY TERMINATION AND THE DISCOUNTS ASSOCIATED WITH YOUR TERM COMMITMENT. THE EARLY TERMINATION CHARGE WILL BE WAIVED IF YOU NOTIFY CENTURYLINK WITHIN 30 DAYS OF THE DATE YOU ORDERED THE SERVICE WITH A TERM COMMITMENT THAT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT. CenturyLink may waive the early-termination charge. If you move or upgrade Service, your original term commitment period may start over. After the term commitment period, Service will continue month-to-month 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 calling CenturyLink at the number listed on your bill or through these websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large Business & Government accounts); YOU CANNOT TERMINATE YOUR SERVICE BY E-MAIL. CenturyLink does not monitor, and will not automatically cancel, Service for problems relating to domain name transfers. If you have trouble transferring your domain name and you wish to terminate Service, you must contact CenturyLink as indicated above. Whether or not your domain name transfers, you will be responsible for paying any outstanding amounts owed on your account through the date of termination. 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 residential 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. For all other Service customers, if Services are terminated by you or CenturyLink prior to the end of a monthly term, you will be required to pay a prorated amount of the MRCs for the month and the full amount for any NRCs or other charges for the month and any accrued but unpaid amounts related to Service and Equipment through the effective date of termination.

(d) Return of Leased Equipment. After you notify CenturyLink of your intent to terminate Service, you must promptly return your Leased Equipment to CenturyLink within 30 days after termination. After receiving your intent to terminate Service, CenturyLink will send customers with a Consumer/Residential account an email with a link to print a shipping return label to return the Leased Equipment to CenturyLink. For customers with Small Business or Enterprise Class accounts, you will print a shipping return label at [www.centurylink.com/returns](http://www.centurylink.com/returns) to return the Leased Equipment to CenturyLink. CenturyLink will, at its option, either: (1) charge you an amount up to the Equipment Charge if CenturyLink does not receive the Equipment within 30 days after termination; (2) charge you an amount up to the Equipment Charge upon termination and credit you back for such charge ONLY if CenturyLink receives your Equipment within 30 days following termination; or (3) continue to charge you for the Equipment until CenturyLink receives the Equipment. Upon your termination of Fixed Wireless, we may dispatch a technician to uninstall and remove Fixed Wireless Equipment at no cost to you.

(e) Deletion of Data upon Termination. Upon termination of your Service, CenturyLink may immediately delete all data, files, and other information stored in or for your account or on your Website without notice. In certain circumstances

you may request that CenturyLink reactivate your account and restore your deleted Web hosting and e-mail data. CenturyLink must receive your request no later than 90 days after termination.

(f) Seasonal Service (Vacation Service). Residential customers with qualifying Service may temporarily suspend Service ("Seasonal Service" or "Vacation Service") for a minimum of 30 days up to a maximum of nine months at CenturyLink's then-current Vacation Service rates and charges. If you put your Service on Seasonal Service, your Service will be unavailable for your use. And, if you use your Service to support Internet-based calling (e.g., voice over Internet protocol (VoIP)), you will not be able to make any incoming or outgoing calls, including 911 calls, from your service address unless and until you have CenturyLink re-activate your Service. While you are on Seasonal Service, any term commitment period will continue to run.

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

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, EQUIPMENT, AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. CENTURYLINK EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. CENTURYLINK RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE ANY DAMAGE OR INJURY.

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

(c) CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY, CENTURYLINK WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE RESULTING FROM AN ACT OR OMISSION OF THE THIRD PARTY, AND YOU SHOULD SEEK RELIEF FROM ANY SUCH THIRD-PARTY.

(d) Payment Services.

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

(ii) CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF YOU, OTHER PROVIDERS, OR THIRD PARTIES IN CONNECTION WITH PAYMENT SERVICES. EXAMPLES OF THE FOREGOING LIMITATION INCLUDE THAT CENTURYLINK HAS NO LIABILITY IF: (A) YOU PROVIDE INCORRECT OR ERRONEOUS ACCOUNT OR PAYMENT INFORMATION; (B) YOU FAIL TO UPDATE YOUR ACCOUNT OR PAYMENT INFORMATION; (C) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWS THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (D) CENTURYLINK IS PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (E) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (F) 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 (G) THERE ARE ANY DELAYS OR FAILURES IN THE PERFORMANCE OF PAYMENT SERVICES OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND CENTURYLINK'S REASONABLE CONTROL.

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

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

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

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

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

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

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

(iv) FOR ALL OTHER CLAIMS, INCLUDING CLAIMS RELATING TO OR ARISING OUT OF THE SALE OF THE SERVICE, YOUR USE OF THE SERVICE, AND CENTURYLINK'S BILLING FOR THE SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO CENTURYLINK IN THE SIX MONTHS PRIOR TO NOTIFYING CENTURYLINK OF YOUR DISPUTE. IF YOU GIVE NOTICE OF A DISPUTE AFTER TERMINATING SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO CENTURYLINK DURING THE LAST SIX MONTHS BEFORE TERMINATING SERVICE.

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

(g) CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS 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 OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.

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

(a) Limited Warranty for Equipment. CenturyLink extends a Limited Warranty to the original lessor or purchaser (you) for the Equipment, except that the warranty on CenturyLink Connected Home equipment is limited to the manufacturer's warranty, if any. The terms of the Limited Warranty are set out below (the "Limited Warranty") and are

part of this Agreement. A copy of the Limited Warranty is also available upon request from CenturyLink at no charge. Nothing in this Agreement will be deemed to alter the terms of the Limited Warranty. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT, WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY, OR OTHERWISE.

#### LIMITED WARRANTY

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

(ii) This Limited Warranty covers only the basic operations of the Equipment, and CenturyLink does not warrant the compatibility of the Equipment with any computer, operating system, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, network, operating, or other system. If the Equipment malfunctions due to a manufacturing defect before the Warranty Term expires, CenturyLink will replace or repair it, at its option, without charge, so long as (A) you notify CenturyLink by calling the correct number set forth in Section 14(a)(vi) below, report that the Equipment's basic operations are not functioning properly, and cooperate with the CenturyLink representative to evaluate the circumstances; (B) the date you so notify CenturyLink is within the Warranty Term specified above; and (C) you promptly return the Equipment according to the procedure specified in Section 12(d). CenturyLink will: (1) replace or repair the Equipment, at its option, and return the replacement or repaired Equipment to you within thirty (30) days after you comply with (A) through (C), above; (2) provide you with an expedited option whereby CenturyLink will send you 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 procedure specified in Section 12(d), and CenturyLink receives your defective Equipment on or before the 30th day after you request a replacement Equipment pursuant to this Limited Warranty, CenturyLink will credit back the Advance Charge to the same payment method to which the Advance Charge was applied (e.g., credit card) or to your monthly service bill; or (3) such other option to which you and CenturyLink may agree. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

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

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

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

(vi) This Limited Warranty is extended to the person originally purchasing or leasing the Equipment, and no others. If you have questions, please call the CenturyLink phone number on your bill or contact us through these websites: [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#), (Small Business accounts), or [Enterprise Class Customer Service](#) (Large Business & Government accounts).

(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, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE, AND CENTURYLINK DISCLAIMS ANY SUCH WARRANTIES. CENTURYLINK DOES NOT WARRANT THAT THE SERVICE, SOFTWARE, PAYMENT SERVICES OR ANY OF ITS WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. CENTURYLINK IS NOT RESPONSIBLE FOR 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. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

**15. Indemnification.** You agree to indemnify, defend, and hold harmless CenturyLink and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service, Software, and/or Equipment; (b) installation, modification, or use of the Service, Software, and/or Equipment by you and/or any parties who use your Service, Software, and/or Equipment, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; or (e) negligent acts, errors, or omissions, gross negligence, or intentional misconduct by you.

## **16. Dispute Resolution.**

THIS SECTION 16 SHALL NOT APPLY TO ANY ENTERPRISE CLASS CUSTOMER.

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

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

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

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

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



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

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

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

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

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

- (C) Using information you provide pursuant to Sections 16(a)(ii)(A) and (B), CenturyLink will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute. CenturyLink will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections 16(a)(ii)(A) and (B), CenturyLink is not obligated to search its records.

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

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

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

(i) *Examples of Class, Representative, Mass, Collective, Consolidated, or Coordinated Bases.* Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this agreement for two or more claimants to (1) include claims in a single Notice of Claim;

(2) pursue their claims in a single court action; or (3) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same CenturyLink account.

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

- (A) CenturyLink will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;
- (B) If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds CenturyLink's highest offer of settlement during the 60-Day Pre-Filing Period, CenturyLink will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;
- (C) Nothing in this Agreement, including the limitations on liability in Section 13, will prevent or limit the recovery of statutory remedies;
- (D) The damage cap in Section 13(f)(iv) is increased so that it will not exceed the total charges you paid to CenturyLink in the twelve months prior to notifying CenturyLink of your dispute. If you give notice of a dispute after terminating service, the damage cap in Section 13(f)(iv) is increased so that it will not exceed the charges you paid to CenturyLink during the last twelve months before terminating service; and
- (E) CenturyLink will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that CenturyLink retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

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

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

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

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

(e) Limitation on Time to File Any Claim, Dispute, or Lawsuit. YOU MUST NOTIFY CENTURYLINK OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR INVOICE, YOU MUST NOTIFY CENTURYLINK OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR INVOICE. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED INVOICE. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE

CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

**17. Waiver of Right to Jury Trial and Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis for Enterprise Class Customers.** This Section 17 shall apply only to Enterprise Class customers. **BOTH YOU AND CENTURYLINK WAIVE THE RIGHT TO A JURY TRIAL ON YOUR CLAIMS.** By this Agreement, both you and CenturyLink waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this agreement for two or more claimants to (1) pursue their claims in a single court action, or (2) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same CenturyLink account.

**18. Limitation on Time to File Any Claim, Dispute, or Lawsuit for Enterprise Class Customers.** This Section 18 shall apply only to Enterprise Class customers. YOU MUST NOTIFY CENTURYLINK OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR INVOICE, YOU MUST NOTIFY CENTURYLINK OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR INVOICE. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED INVOICE. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

**19. 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 billing telephone number, or e-mail to an address you provided 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 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 Class Customer Service](#) (Large 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 you provided 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.

## **20. Supremacy.**

(a) For customers other than Enterprise Class:

(i) 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.

(ii) In the event of any inconsistency between Sections 13 and 16 of this Agreement and the liability limitations and dispute resolution provisions of any other agreement between you and CenturyLink or any of its affiliates, Sections 13 and 16 of this Agreement shall control. The sole exception to the foregoing is that if you are subject to this Agreement and the CenturyLink® Digital Home Phone Service Subscriber Agreement, then Section 13(d) of the CenturyLink Digital Home Phone Service Subscriber Agreement shall be treated as an additional limitation of liability; and

(iii) In the event any other agreement between you and CenturyLink or any of its affiliates does not contain liability limitations or dispute resolution provisions, Sections 13 and 16 of this Agreement shall control to the greatest extent permitted by law.

(b) For Enterprise Class customers:

(i) 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 order of priority for resolving any inconsistency shall be as follows: your master service agreement or a CenturyLink-approved government contracting vehicle and any other documents attached to or expressly incorporated into the same, and then this Agreement.

(ii) Notwithstanding any other provision in this Agreement, Section 16 of this Agreement shall not apply, and any dispute resolution provisions of any other agreements between you and CenturyLink or any of its affiliates shall control.

## **21. Entire Agreement.**

(a) For customers other than Enterprise Class, this Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and CenturyLink with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter of this Agreement.

(b) For any Enterprise Class customers, this Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and CenturyLink with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements or understandings between you and CenturyLink relating to the subject matter of this Agreement.

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

**23. 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. 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.

**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.**