

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

This Qwest® Broadband Phone Service (formerly OneFlex® Premier) Agreement (the “Terms and Conditions”) is between Qwest Communications Company, LLC (“Qwest,” “we” or “us”) f/k/a Qwest Communications Corporation, and the end user of the Qwest services described below (“you” or “Customer”). These Terms and Conditions govern both the services described below (“Service”) and the equipment provided by or approved by Qwest for use in conjunction with the Service (“Approved Equipment”). BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICE, FAILING TO RETURN THE APPROVED EQUIPMENT WITHIN 30 DAYS AFTER ORDERING THE SERVICE, OR INSTALLING THE APPROVED EQUIPMENT YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS, INCLUDING THOSE PERTINENT TO 911 EMERGENCY DIALING, AND TO THE PRICES, CHARGES, AND OTHER TERMS AND CONDITIONS ON [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) ALL OF WHICH ARE INCORPORATED BY REFERENCE, AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER THESE TERMS AND CONDITIONS AND ARE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, DO NOT USE THE SERVICE, CANCEL THE SERVICE IMMEDIATELY, AND RETURN THE APPROVED EQUIPMENT AND INSTALLATION KIT TO QWEST BY CALLING QWEST AT 1-866-283-0043 AND FOLLOWING THE INSTRUCTIONS PROVIDED TO YOU.

1.  **LIMITATIONS ON 911 EMERGENCY CALLING.  
SECURE ALTERNATIVE ACCESS TO 911 SERVICES.**

**THESE LIMITATIONS PRESENT A POTENTIALLY HAZARDOUS SITUATION WHICH, IF NOT AVOIDED, COULD RESULT IN DEATH OR SERIOUS INJURY.**

THE SERVICE PROVIDES ACCESS TO 911 EMERGENCY SERVICE ONLY ON STATIONARY DEVICES (AND NOT MOBILE DEVICES) THAT ARE: (A) APPROVED EQUIPMENT OR CONNECTED TO APPROVED EQUIPMENT (IF THE APPROVED EQUIPMENT MUST BE CONNECTED TO OTHER EQUIPMENT IN ORDER TO FUNCTION WITH THE SERVICE), (B) CONNECTED TO APPROVED CONNECTIVITY, AND (C) AT A QWEST APPROVED SERVICE ADDRESS. IN THOSE INSTANCES, 911 CALLS WILL BE ROUTED BY THE SERVICE PLATFORM THROUGH THE INTERNET AND PSTN TO A PUBLIC SAFETY ANSWERING POINT (“PSAP” OR “911 CENTER”). THE 911 CENTER TO WHICH THE CALL IS DIRECTED WILL BE BASED ON THE STREET ADDRESS AND MAIN BROADBAND PHONE SERVICE NUMBER FOR THE QWEST APPROVED SERVICE ADDRESS. “QWEST APPROVED SERVICE ADDRESS” MEANS YOUR CURRENT SERVICE ADDRESS THAT IS DISPLAYED ON THE 911 SERVICE ADDRESS PAGE OF YOUR MYBROADBANDPHONE PORTAL, WHICH MAY BE THE ADDRESS WHERE YOUR SERVICE WAS INITIALLY INSTALLED OR AN UPDATED LOCATION THAT QWEST HAS PREVIOUSLY APPROVED. AN E-MAIL WILL BE SENT TO YOUR E-MAIL ADDRESS OF RECORD NOTIFYING YOU THAT 911 SERVICE HAS BEEN SUCCESSFULLY PROVISIONED AND IS READY FOR USE (“911 UPDATE CONFIRMATION”).

(a) **LIMITATIONS TO 911 SERVICE:** THE 911 TYPE DIALING DESCRIBED IN THESE TERMS AND CONDITIONS IS DIFFERENT FROM TRADITIONAL 911 OR ENHANCED 911 DIALING. **911 SERVICE IS NOT GUARANTEED.** YOU WILL NOT HAVE ACCESS TO 911 EMERGENCY SERVICE: (A) IF ALL OF THE AFOREMENTINED CONDITIONS ARE NOT MET, (B) IF THE SERVICE FAILS FOR ANY REASON, INCLUDING WITHOUT LIMITATION FAILURES IN SERVICE CAUSED BY INCORRECT OR IMPROPER INSTALLATIONS, POWER OUTAGES, INTERNET CONNECTIVITY INTERRUPTIONS (SUCH AS DEGRADATION OR CONNECTIONS NOT WORKING), APPROVED EQUIPMENT OR OTHER EQUIPMENT MALFUNCTIONS, OR ANY SERVICE OUTAGE, AND (C) UNTIL QWEST HAS COMPLETED THE 911 UPDATE INTERVAL AND SENT THE 911 CONFIRMATION TO YOUR E-MAIL ADDRESS OF RECORD. “911 UPDATE INTERVAL” IS APPROXIMATELY 15 MINUTES OR 72 HOURS (DEPENDING ON THE TYPE OF 911 SERVICE AVAILABLE AT THE PROPOSED SERVICE ADDRESS) FROM EITHER (i) THE TIME YOUR BROADBAND PHONE SERVICE NUMBER IS ACTIVATED FOR A QWEST APPROVED SERVICE, OR (ii) THE PORT EFFECTIVE DATE (IF APPLICABLE), AS DESCRIBED IN SECTION 8(m) LOCAL NUMBER PORTABILITY. IN THESE INSTANCES, 911 CALLS WILL EITHER: NOT BE ROUTED TO ANY 911 CENTER (OR ANY OTHER PERSON) OR, IN SOME INSTANCES, THE CALL MAY BE ROUTED TO THE INCORRECT 911 CENTER WHICH MAY NOT BE ABLE TO ASSIST YOU WITH YOUR EMERGENCY. IF YOU HAVE REQUESTED EXPEDITED SERVICE DELIVERY, THE 911 UPDATE INTERVAL MAY NOT BE COMPLETED PRIOR TO YOUR RECEIVING YOUR APPROVED EQUIPMENT. **ALWAYS CHECK FOR YOUR 911 UPDATE CONFIRMATION BEFORE USING 911 SERVICE.**

FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, WITH THE SERVICE THERE IS A GREATER POSSIBILITY THAT YOUR 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL 911 CALLS.

YOUR 911 EMERGENCY CALL AUTOMATICALLY ROUTES TO THE APPROPRIATE 911 CENTER BASED UPON THE QWEST APPROVED SERVICE ADDRESS. WHEN CALLING 911, MOST CUSTOMERS WILL BE ROUTED DIRECTLY TO THE 911 OPERATOR. BECAUSE LIMITATIONS EXIST TO 911 SERVICE **QWEST RECOMMENDS THAT YOU STATE YOUR NAME, PHONE NUMBER, LOCATION, AND THE NATURE OF YOUR EMERGENCY WHEN CONNECTED TO THE 911 OPERATOR**, BECAUSE YOUR PHONE NUMBER AND LOCATION MAY NOT BE AVAILABLE TO THE PERSON RECEIVING THE 911 EMERGENCY CALL. IF YOUR CALL IS DROPPED BEFORE YOU PROVIDE YOUR PHONE NUMBER AND LOCATION, THE OPERATOR MAY BE UNABLE TO CALL YOU BACK OR ASSIST YOU WITH YOUR EMERGENCY.

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

TTY CALLERS SHOULD DIRECTLY DIAL 911 OR OTHER EXISTING EMERGENCY NUMBERS IN EMERGENCY SITUATIONS. ALL 911 CENTERS ARE NOW EQUIPPED TO HANDLE TTY CALLS. DIAL 911 DIRECTLY, AS USING RELAY SERVICE FOR 911 MAY RESULT IN A DELAY TO GETTING YOUR URGENT MESSAGE THROUGH.

(b) **MOVING YOUR SERVICE:** YOUR QWEST® BROADBAND PHONE SERVICE MAY ONLY BE USED AT A QWEST APPROVED SERVICE ADDRESS. IF YOU DESIRE TO MOVE YOUR SERVICE, YOU MUST FIRST OBTAIN QWEST'S APPROVAL EITHER BY CONTACTING QWEST AT 1-866-283-0043 (OR 877-878-7543 AFTER BUSINESS HOURS) OR SUBMITTING AN ADDRESS CHANGE REQUEST AT [WWW.QWEST.COM/MYBROADBANDPHONE](http://WWW.QWEST.COM/MYBROADBANDPHONE). YOU MAY REQUEST EITHER A PERMANENT OR A TEMPORARY MOVE. IF YOU REQUEST A TEMPORARY MOVE, THE PROVISIONS IN SUBPART (c) BELOW WILL APPLY. FAILURE TO OBTAIN QWEST'S APPROVAL IS PROHIBITED BY THESE TERMS AND CONDITIONS AND CONSTITUTES A MISUSE OF YOUR QWEST BROADBAND PHONE SERVICE. SUCH MISUSE WILL ROUTE YOUR 911 CALLS TO THE INCORRECT 911 OPERATOR AND PROVIDE INCORRECT ADDRESS INFORMATION TO THE 911 OPERATOR. USING YOUR QWEST BROADBAND PHONE SERVICE AT AN UNAPPROVED SERVICE ADDRESS LOCATION IS AT YOUR OWN RISK (INCLUDING WITHOUT LIMITATION, THE RISK THAT YOU WILL NOT HAVE ACCESS TO 911 EMERGENCY SERVICES AND/OR SUCH ACTIVITY VIOLATES LOCAL LAWS IN THE JURISDICTION WHERE YOU ATTEMPT TO USE THE SERVICE).

UPON SUBMISSION OF YOUR ADDRESS CHANGE, QWEST WILL IMMEDIATELY REJECT OR ACCEPT AND BEGIN PROCESSING YOUR REQUEST. CUSTOMER IS RESPONSIBLE FOR CHECKING THE 911 SERVICE ADDRESS PAGE OF THE PORTAL TO CONFIRM IF THE REQUEST WAS REJECTED OR ACCEPTED. YOU WILL BE NOTIFIED OF THE 911 UPDATE INTERVAL AT THE TIME YOUR REQUEST IS ACCEPTED. UPON COMPLETION OF THE ADDRESS CHANGE AND THE 911 UPDATE INTERVAL, AN E-MAIL WILL BE SENT TO YOUR E-MAIL ADDRESS OF RECORD CONFIRMING QWEST'S APPROVAL OF THE ADDRESS CHANGE. IF YOU DO NOT RECEIVE SUCH CONFIRMATION, YOU AGREE TO CONTACT QWEST AT 1-866-283-0043 (OR 877-878-7543 AFTER BUSINESS HOURS). ANY 911 CALLS PLACED PRIOR TO RECEIVING THE E-MAIL CONFIRMATION OF QWESTS APPROVAL OF THE ADDRESS CHANGE WILL BE ROUTED ACCORDING TO THE LAST QWEST APPROVED SERVICE ADDRESS. IF QWEST IS UNABLE TO APPROVE AN ACCEPTED CHANGE REQUEST WITHIN THE 911 UPDATE INTERVAL, QWEST WILL CONTACT YOU. DURING THIS TIME YOUR CALL WILL BE ROUTED TO THE APPROPRIATE 911 CENTER.

IF, UPON SUBMISSION OF AN ADDRESS CHANGE, QWEST REJECTS YOUR ADDRESS CHANGE REQUEST, YOU UNDERSTAND THAT QWEST HAS NOT APPROVED MOVING YOUR SERVICE TO THE SERVICE ADDRESS YOU SUBMITTED AND, AS SUCH, YOU ARE PROHIBITED FROM MOVING YOUR SERVICE. YOU AGREE NOT TO MOVE YOUR QWEST BROADBAND PHONE SERVICE AND AFFIRMATIVELY REPRESENT THAT YOU WILL CONTINUE TO USE YOUR SERVICE AT YOUR CURRENT SERVICE ADDRESS. YOU AGREE THAT SHOULD YOU DESIRE TO MOVE YOUR SERVICE IN THE FUTURE, YOU WILL SUBMIT THAT PROPOSED SERVICE ADDRESS FOR APPROVAL. IF QWEST REJECTS YOUR ADDRESS CHANGE REQUEST AND YOUR MOVE IS TO A NEW PERMANENT SERVICE ADDRESS, QWEST WILL DISCONNECT YOUR SERVICE.

(c) **TEMPORARY MOVES:** IF YOU REQUEST A TEMPORARY MOVE TO ANOTHER LOCATION ("TEMPORARY SERVICE ADDRESS"), YOU AGREE TO NOTIFY QWEST THAT THE MOVE WILL BE TEMPORARY AT THE TIME YOU REQUEST THE MOVE. A TEMPORARY MOVE MAY NOT EXCEED SIX (6) MONTHS IN DURATION. YOUR SERVICE WILL REMAIN TAXED BASED ON THE PRIMARY LOCATION WHERE YOU UTILIZE SERVICE, AND NOT ON YOUR TEMPORARY SERVICE ADDRESS. YOU MUST SUBMIT AN ADDRESS CHANGE REQUEST BOTH BEFORE YOU MOVE TO YOUR TEMPORARY SERVICE ADDRESS AND BEFORE YOU RETURN TO YOUR PRIMARY LOCATION. THE RULES AND PROCEDURES FOR MOVES IN SUBPART (b) ABOVE WILL APPLY.

(d) YOU ACKNOWLEDGE YOU HAVE NO RIGHT OF PRIVACY WITH RESPECT TO THE TRANSMISSION OF NUMBER, NAME, OR ADDRESS WHEN THE SERVICE IS USED TO ACCESS 911 OR OTHER NUMBERS USED IN CONJUNCTION WITH 911 OR SIMILAR EMERGENCY SERVICES, EITHER BY YOU OR END USERS.

(e) YOU WILL NOTIFY ALL END USERS THAT (A) ACCESS TO 911 EMERGENCY SERVICE IS NOT AVAILABLE FROM DEVICES THAT ARE: (I) NOT APPROVED EQUIPMENT OR CONNECTED TO APPROVED EQUIPMENT (IF THE APPROVED EQUIPMENT MUST BE CONNECTED TO OTHER EQUIPMENT IN ORDER TO FUNCTION WITH THE SERVICE), (II) NOT CONNECTED TO APPROVED CONNECTIVITY, OR (III) NOT AT A QWEST APPROVED SERVICE ADDRESS; (B) END USERS WILL NOT HAVE ACCESS TO 911 EMERGENCY SERVICE IF THE SERVICE FAILS FOR ANY REASON, INCLUDING WITHOUT LIMITATION FAILURES IN SERVICE CAUSED BY POWER OUTAGES, INTERNET CONNECTIVITY INTERRUPTIONS, APPROVED EQUIPMENT OR OTHER EQUIPMENT MALFUNCTIONS, OR ANY SERVICE OUTAGE; (C) **ACCESS TO 911 EMERGENCY SERVICE AND AN APPROPRIATE PSAP IS ONLY AVAILABLE FROM A QWEST APPROVED SERVICE ADDRESS;** AND (D) ACCESS TO 911 EMERGENCY SERVICE IS LIMITED, AS DESCRIBED IN THIS SECTION, TO STATIONARY DEVICES USED WITH THE SERVICE.

(f) **DISCLAIMER OF LIABILITY:** QWEST HAS NO CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. QWEST DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF THE PSAP. QWEST RELIES ON THIRD PARTIES TO ASSIST US IN ROUTING 911 EMERGENCY CALLS TO THE PSAP. QWEST DISCLAIMS

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. PLEASE SEE SECTIONS 10, 11, AND 12 FOR FURTHER RESTRICTIONS.

**QWEST RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES (E.G. A TRADITIONAL PHONE LINE).**

### 2. Service Description; Orders for Service; and Changes to Service.

(a) The Service is an Internet Protocol ("IP") application that provides real time, two way voice capability using IP over a high-speed Internet connection, or "VoIP" (Voice over IP). Service includes all Qwest-provided standard features and any optional services you choose at the monthly recurring charges ("MRC") and non-recurring charges ("NRC") set forth on [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) when you order the Service; provided that any optional services ordered after the date you first order Service will be provided to you at the price set forth on [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) on the date you order such optional service. Further details regarding the Service may be provided in product literature, user manuals, and on [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone). Such further details may be changed from time to time and anytime unless such change reasonably appears to result in a material and adverse economic impact to you, in which case Qwest will give you five days prior notice of such change.

(b) Qwest will accept no more than two orders for Service per household or Customer location. You will be charged separate MRCs and NRCs for each order for Service.

(c) Qwest may: (i) stop offering the Service, including any/all of the standard features or optional services, (ii) require you to pay a charge additional to the Service MRC for any/all of the standard features; (iii) modify the charges for the Service (other than international Off-Net Call charges), which are effective immediately upon posting at [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) or other Web site designated by Qwest, or by providing any other notice to you; and (iv) modify the Service and any of the Terms and Conditions, which are effective immediately upon posting at [www.qwest.com/legal](http://www.qwest.com/legal). Please check these Web sites regularly for changes. **You must immediately stop using the Service and Equipment and cancel your Service if you do not agree to the changes.** Your continued use of the Service constitutes acceptance of those changes.

(d) **You acknowledge and agree that Qwest may contact you via e-mail at the e-mail address you provided to Qwest when you order the Service for any reason relating to your Service.** You further agree to provide Qwest with any and every change to your e-mail address by updating your e-mail address at [www.qwest.com/mybroadbandphone](http://www.qwest.com/mybroadbandphone).

(e) **Telecommunications Relay Service ("TRS").** TRS is a free service that connects customers who are deaf, hard of hearing or have speech disabilities with others, using either standard telephone equipment or telephone equipment that has been specifically designed for individuals with disabilities. This service is accessible with Qwest® Broadband Phone Service today. You can access TRS by dialing "711," or using the toll-free number listed in your telephone directory.

**3. Standard Features.** You will receive the standard features listed at [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) as part of the Service MRC.

**4. Optional Services.** You may select optional services listed at [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) for additional charges.

### 5. Charges.

(a) **Description of Charges for Service.** You must pay to Qwest all applicable charges that are described in these Terms and Conditions and at [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone), including any non-recurring charges (such as activation fees, shipping charges, expedite fees, etc.), monthly recurring charges, and usage charges. The charges do not include Taxes, which will be separately stated and must be paid in addition to and along with the charges. The Taxes you pay will be based on the primary location where you use the Service. Qwest may provide services not listed in these Terms and Conditions or at [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) at Qwest's then current charges. You represent and warrant that as of the Effective Date, you have accessed, read, and understand the Qwest® Broadband Phone Service International Off-Net Call Price List (found at [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone)). "Taxes" means foreign, federal, state and local taxes, surcharges, other similar charges, and any other imposition that may be passed on by Qwest to Customer.

(b) **Billing; Payment.** We will bill all charges and Taxes monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Qwest decides to bill in arrears). Call logs listed at [www.qwest.com/mybroadbandphone](http://www.qwest.com/mybroadbandphone) may not be an accurate representation of the usage-based charges due during a particular billing cycle; the billed amount governs. Qwest reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50. Where you are purchasing Service as part of a bundle of services from Qwest and/or its affiliates, Qwest will provide you with a single combined bill for all of the bundled services. Your continued use of the Service constitutes your acceptance to a single combined bill. You must pay Qwest all amounts billed within 30 days from the invoice date. Any amount not paid when due will be subject to late interest at the lesser of the rate of 1½ % per month or the highest rate permitted by applicable law. Qwest may in its sole discretion modify the payment terms or require other reasonable assurance of payment if you fail to pay any invoice when due or there is a material and adverse change in your financial condition. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) will not waive any of Qwest's rights to collect the full amount due. Notice of any payment disputes must be in writing and received by Qwest within 30 days after you received your bill or you will waive any objection. You will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

obligate Qwest 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.

Termination of Service for any reason, including but not limited to non-payment, leaves you FULLY LIABLE to Qwest for ALL CHARGES ACCRUED ON AND BEFORE TERMINATION. You agree to reimburse Qwest for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments.

**6. Delivery and Installation of Approved Equipment.** Approved Equipment may be delivered to you only in the United States. You understand that the Approved Equipment may be new or reconditioned, and that you are responsible for self-installing the Approved Equipment once you receive it. You are encouraged to complete installation of the Approved Equipment promptly because you will be responsible for full payment for the charges on your bill even if you have not yet installed the Approved Equipment and used the Service at the time the bill is rendered. If the Approved Equipment is inoperable, technical support is available at 1-877-878-7543. If Qwest deems the Approved Equipment has a manufacturing defect, the Qwest Limited Warranty (set forth in Section 9(a) below) will apply if it has not expired. If the Approved 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 Qwest deliver replacement Approved Equipment. Any such replacement Approved Equipment will be charged to you at the price specified at [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) plus shipping and handling and any applicable Taxes. You will be deemed the owner of the Approved Equipment, and bear all risk of loss of, theft of, casualty to or damage to the Approved Equipment, from the time it is shipped to you until the time (if any) when it is returned by you pursuant to these Terms and Conditions and has been received by Qwest. Information on installation procedures is located at [www.qwest.com/mybroadbandphone](http://www.qwest.com/mybroadbandphone). If you are purchasing Service from Qwest or its affiliates as part of a product bundle that includes other services requiring delivery of equipment to you (such as Qwest High-Speed Internet®), Qwest may send the equipment for all such services to you in a single shipment.

### 7. Effective Date; Term; and Termination.

#### (a) Term; Effective Date.

(i) *Term.* Service is offered on a monthly basis. Service will continue month-to-month until terminated by you or by Qwest. You may be eligible for promotional discounts that require your commitment to a longer term. If you elect to commit to a longer term under a promotion, any term discount you receive will cease at the end of the promotional term period. However, if you are purchasing Service as part of a Qwest bundle, you will continue to be entitled to any discounts associated with the bundle.

(ii) *Effective Date.* The term of your Service begins on the date your order for Service is completed (the "Effective Date") and ends on the last day of the billing cycle in which you placed the order for Service, and thereafter automatically renews monthly ("Term"). If you transfer an existing number which currently is subscribed to a carrier other than Qwest for local, local toll and/or long distance telecommunications services to use with the Service ("porting"), your order for Service will not be completed until the porting of your number is complete.

**(b) Termination of Service.** Qwest may terminate these Terms and Conditions, and/or your use of the Service: (i) upon written notice to you if you fail to pay any charge when due, or (ii) upon notice to you if you or someone using your Service has violated these Terms and Conditions (other than failure to pay any charge when due); provided that Qwest may terminate these Terms and Conditions and/or your use of the Service immediately and give you notice thereafter if notice is impracticable or if Qwest reasonably determines there is need for immediate termination, including but not limited to termination for use of the Service in any of the ways prohibited by Section 8(h) below. You may only terminate your Service by calling Qwest at 1-866-283-0043; **you cannot terminate your Service on-line or by e-mail**. Upon termination, you will be liable for all amounts due under these Terms and Conditions. Termination or suspension of Service may result in your loss of the number associated with the Service. If Service is terminated by you or Qwest 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, usage charges, or other charges for the month, plus cancellation charges as described below.

**(c) Cancellation Charges.** If Service is terminated by Qwest for Cause or by you without Cause, in addition to any accrued but unpaid amounts related to Service through the effective date of termination, you will be liable for a cancellation charge as described below. The cancellation charge is not a penalty. Rather, it is an offset or recovery of Qwest's costs related to early termination, including but not limited to the additional costs to Qwest for provisioning your Service above the cost charged to you for installation of your Service. The cancellation charge may be waived if: (a) you notify Qwest within 30 days of the date you ordered the Service that you do not agree to the terms of this Agreement, and (b) you return the equipment as directed by Qwest. Qwest may also waive the cancellation charge if you move from one Qwest bundle to another Qwest bundle (so long as your new bundle also includes Broadband Phone Service).

If Service is terminated:

(i) on or before the 30th day following the Effective Date, you must pay to Qwest a \$29.99 cancellation charge. If you return the Approved Equipment undamaged and in original condition within 21 days of termination, at your expense, to Qwest Returns, 5 William White Blvd., Pueblo, CO 81001-4894, Qwest will credit you for the amount of such cancellation charge. If you return Approved Equipment to Qwest after such time, or in a condition other than undamaged and original you will not be credited back the amount of such cancellation charge and the Approved Equipment will not be returned to you.

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

(ii) on or after the 31<sup>st</sup> day following the Effective Date, but before the 91<sup>st</sup> day following the Effective Date, you keep the Approved Equipment and pay to Qwest a \$29.99 cancellation charge. Approved Equipment returned to Qwest after such 31<sup>st</sup> day will not be redeemable for credits to your account and will not be returned to you.

(iii) on or after the 91<sup>st</sup> day following the Effective Date, you keep the Approved Equipment. Approved Equipment returned to Qwest after such 91<sup>st</sup> day will not be redeemable for credits to your account and will not be returned to you.

**(d) Exclusions from Cancellation Charge.** You will not be required to pay the cancellation charge set forth in Section 7(c) above if Qwest terminates your Service, unless Qwest terminates your Service for Cause or unless you terminate your Service without Cause. "Cause" means your material breach of a provision of these Terms and Conditions or your failure to perform a material obligation under these Terms and Conditions, which breach/failure is not remedied: (i) in the event of a payment default, within five days of notice from Qwest notifying you of such default; or (ii) in the event of any other material breach, within 30 days of notice (unless a different notice period is specified in these Terms and Conditions). Additionally, Qwest's determination that customer violated Section 8(h) below constitutes Cause. You will not be required to pay the cancellation charge set forth in Section 7(c) above if you made two orders for Service (for purposes of this subsection (d) each separate order for Service referred to as a "Service Package" or jointly as the "Service Packages"), use one piece of Approved Equipment to operate both Service Packages, and terminate only one of such Service Packages. If you subsequently terminate the second Service Package operated by the single piece of Approved Equipment, you will be subject to any applicable cancellation charge set forth in Section 7(c) above, in addition to other applicable charges. Additionally, if you use one piece of Approved Equipment to operate two Service Packages and terminate both of those Service Packages at the same time, you will be subject to any applicable cancellation charge set forth in Section 7(c) above, in addition to other applicable charges.

**(e) Termination of Optional Service(s).** You may terminate any/all of the optional services you selected as part of the Service at anytime by calling Qwest at 1-866-283-0043.

**8. Service Conditions.** The following conditions apply to the Service:

**(a) Copyright / Trademark / Unauthorized Usage of Approved Equipment, Firmware or Software.**

The Service, Approved Equipment, and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Approved Equipment, and all services, information, documents and materials on Qwest's Web site(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All Web sites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Qwest are and will remain the exclusive property of Qwest and nothing in these Terms and Conditions will grant you the right or license to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Approved Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with these Terms and Conditions. You expressly agree that the Approved Equipment is exclusively for use in connection with the Service, is not compatible with any other service, and that Qwest will not provide any passwords, codes or other information or assistance that would enable you to use the Approved Equipment for any other purpose. You will not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

**(b) Tampering with the Approved Equipment or Service.**

You agree not to change the electronic serial number or equipment identifier of the Approved Equipment, or to perform a factory reset of the Approved Equipment, without express permission from Qwest. Qwest may deny such permission in its sole discretion. Qwest reserves the right to terminate your Service should you tamper with the Approved Equipment. You agree not to hack or disrupt the Service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so. Approved Equipment that has been tampered with and pre-qualified for return pursuant to Section 9 below will not be accepted once Qwest determines it has been tampered with and if you wish to continue service you may request replacement Approved Equipment and you will be charged in full for such equipment on your next bill.

**(c) Theft of Service.**

You agree to notify Qwest immediately, by calling Qwest at **1-866-283-0043**, if the Approved Equipment is lost or stolen or if you become aware at any time that your Service is being stolen or fraudulently used or appears to be stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Approved Equipment theft or loss or stolen or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as Qwest receives notice of the theft, loss, or fraudulent use, you will be liable for all use of the Service using Approved Equipment lost or stolen from you and any and all stolen Service or fraudulent use of the Service.

**(d) Internet Connectivity and Equipment.** The Service may only be used with: (i) Approved Equipment (Broadband Phone Adapter provided by Qwest that connects to your analog telephone is the only option currently available) and (ii) an Ethernet connection from the Approved Equipment to a DSL or cable modem and a connection from such modem to the Internet with a minimum upstream and downstream speed of 256 kbps ("Approved Connectivity"). You must purchase Approved Connectivity, including an Internet connection from an Internet Service Provider ("ISP"), separately. Qwest may add to the Approved Connectivity and Approved Equipment lists from time to time (such lists and system requirements information is available at [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone)). You must separately purchase any Approved Equipment that may become available after the Effective Date. Since Service is dependent on an Internet connection, power supply, and correct installation and configuration of the Approved Equipment, Qwest does not guarantee that the Service will be continuous or error-free. In addition, Service may, from time to time, be interrupted for equipment, network, or facility

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

upgrades or modifications. Qwest is not responsible for any Service deficiencies or interruptions caused by such events or by you or other users of your Service reconfiguring or misconfiguring the Approved Connectivity or Approved Equipment.

**(e) Off-Net Call Billing.** Customers purchasing Service on or after January 28, 2008 will receive unlimited domestic long distance as part of their Service charges, and, except for international long distance (which will continue to be charged at metered rates) and 411 calls (which will continue to be charged per use), no Off-Net Call charges will apply. Customers purchasing service before January 28, 2008 ("Grandfathered Customers") may elect to continue with their current plan, including metered long distance. For international long distance and 411 calls, and for Grandfathered Customers who elect to remain on their metered long distance calling plan, the following Off-Net Call provisions will apply. Off-Net Call rates are quoted in full minutes. A call starts when the called party answers, and ends as soon as one of the parties disconnects the call. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second minimum average time requirement ("MATR"). If the MATR is not met in a particular month, Qwest may add \$0.01 to the per minute rate for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each international Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute. "Off-Net Calls" are not: (i) local calls (see [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) for description of local calls), (ii) 8xx outbound calls, or (iii) calls between two Qwest VoIP users that are transmitted through the Service entirely over the Internet and not the public switched telephone network.

**(f) Unsupported Calls.** The Service does not support 0+ calling, including without limitation collect, third party billing, or calling card calls. Service may not support 311, 511 and/or other x11 (other than 711, 911 and 411, which are provided for elsewhere in these Terms and Conditions) services in one or more (or all) service areas.

**(g) Area of use.** The Service is available in select areas across the contiguous United States (which excludes Alaska and Hawaii) and is intended to be used only in the contiguous United States. If you or a user of your Service tries to use the Service outside of the contiguous United States, they do so at their own risk (including without limitation, the risk that such activity violates local laws in the jurisdiction where you or another user of your Service tries to use the Service).

**(h) 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 Qwest's ability to provide service to Qwest customers, (ii) avoids your obligation to pay for communication services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any laws. Without limiting the foregoing, you may only use the Service and the Approved Equipment for personal, residential, and small office use and may not use the Service or the Approved Equipment for any commercial or governmental activities, profit-making or non-profit, (except small office use) including but not limited to business, sales, telemarketing (including without limitation charitable or political solicitation or polling), auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal residential or small office usage patterns. Usage in excess of 5,000 minutes per month is considered excessive usage inconsistent with normal residential or small office usage patterns. If Qwest determines, in its sole discretion, that your Service is being used for any of the aforementioned activities, including without limitation usage in excess of 5,000 minutes per month, Qwest reserves the right to immediately terminate your Service without advance notice or modify the Service and assess additional charges for each month in which excessive usage occurred.

**(i) Authorized Use.** You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) will not permit any unauthorized use of the Service, and (iii) will ensure that all use of the Service complies with these Terms and Conditions. You are responsible for unauthorized and non-compliant use of the Service, non-approved equipment, and other Equipment. "Equipment" means any equipment, software, and/or other materials used in connection with the Service, including without limitation the analog phone connected to the Approved Equipment, but not including the Approved Equipment.

**(j) Power Outages; Approved Equipment; Internet Connectivity; and Modem Failures.** The Service will not operate (**including, without limitation, you will not be able to access emergency 911 services**) if any of the following items fail: power used with the Service; the Approved Equipment; Approved Connectivity; the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service (e.g., for violation of any acceptable use policy applicable to your Internet connectivity)); Equipment; or the cable or DSL modem used with the Service. Qwest is not responsible for any such failure or other interruption of Service or events resulting from such failure or interruption, including without limitation, interruption to Service resulting from issues with your ISP. In the event of any such failure or interruption, the Service will not function, but you will continue to be billed for the Service (without credit for such failure or interruption) unless and until you or Qwest terminate the Service in accordance with these Terms and Conditions.

**(k) Security Systems and other Non-voice Communications Equipment.** All non-voice communications equipment, including but not limited to, security systems that are set up to make automatic phone calls, fax machines, satellite systems, modems and medical monitoring devices, are not compatible with Service. By accepting these Terms and Conditions, you waive any claim against Qwest for interference with or disruption of such systems or your Service due to such incompatibility.

**(l) Service Distinctions.** You acknowledge and understand that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in these Terms and Conditions) exist between telephone service and the enhanced Service offering provided by Qwest. The Service is subject to different treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

**(m) Local Number Portability.** In the event you are porting a number for your Service, the terms and conditions of this paragraph will apply:

(i) you hereby authorize Qwest to process your order for Service and to notify your local telephone company of your decision to switch your local, local toll and long distance services to Service, and represent that you are authorized to take this action;

(ii) you agree and acknowledge that such number porting will take on average 5 days, but may take up to 30 days from the day you authorize Qwest to submit the request to transfer your number to this Service ("Port Effective Date").

(iii) you agree and acknowledge that if you set up your Approved Equipment prior to the Port Effective Date, you will not be able to make outgoing calls or receive incoming calls over the phone you have connected to the Approved Equipment. In such event, you should keep another phone connected to an existing phone extension at your service location to make outgoing calls and receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Service; and

(iv) you agree and acknowledge that if your Approved Equipment is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected you will have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that you install the Approved Equipment prior to, or on, the Port Effective Date.

(v) you agree and acknowledge that if you have both Qwest High-Speed Internet® Subscriber (formerly called Qwest DSL or Qwest® Broadband) service and Qwest wireline voice services, your Qwest High-Speed Internet Subscriber service will be terminated. You authorize Qwest to convert your Qwest High-Speed Internet Subscriber service to the "no voice line required" version of Qwest High-Speed Internet Subscriber service, and authorize Qwest to place an order on your behalf for that service. You understand and accept that the monthly charge for the "no voice line required" version of Qwest High-Speed Internet Subscriber service is higher than that of your current Qwest High-Speed Internet Subscriber service. Rate card information for Qwest High-Speed Internet Subscriber service is available at <http://www.qwest.com/legal/highspeedinternetsubscriberagreement/>.

### 9. Warranty.

#### **(a) Limited Warranty for Approved Equipment.**

Qwest extends a Limited Warranty to you for the Approved Equipment. The terms of the Limited Warranty are set out below (the "Limited Warranty"). Nothing in these Terms and Conditions will be deemed to alter the terms of the Limited Warranty.

#### LIMITED WARRANTY

The Approved Equipment is warranted by Qwest to you, and no others, to be free of manufacturing defects for a period of one year from the date Qwest ships the Approved Equipment to you (not including any Approved Equipment provided to you as a replacement for the original Approved Equipment sent to you when you first ordered Service). This Limited Warranty covers only the basic operations of the Approved Equipment, and Qwest does not warrant the compatibility and interoperability of the Approved Equipment with any computer, operating system, DSL or cable modem, telephone, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, network or networking equipment, DSL or cable modem, telephone, operating or other system, or Equipment. If the Approved Equipment malfunctions due to a manufacturing defect, before the one year term expires, Qwest will replace or repair it, at its option, without charge, so long as: (i) you notify Qwest by calling the telephone number set forth below, report that the Approved Equipment's basic operations are not functioning properly, cooperate with the Qwest representative to evaluate the circumstances, and receive a return authorization number from Qwest; (ii) the date Qwest shipped the Approved Equipment (not including any Approved Equipment provided to you as a replacement for the original Approved Equipment sent to you when you first ordered Service) to you was less than one year from the date you so notify Qwest; and (iii) you return the Approved Equipment within 21 days after Qwest gives you the return authorization number, specifying the return authorization number, along with all parts, accessories, documentation and packaging originally sent by Qwest with the Approved Equipment using the return label sent to you by Qwest. Qwest will, at its option, either: (1) replace or repair the Approved Equipment, at its option, and return the replacement or repaired Approved Equipment to you, within 30 days after you comply with (i) through (iii) in this Section 9(a) above; or (2) send you replacement Approved Equipment promptly after you comply with (i) and (ii). No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty. If you return Approved Equipment to Qwest pursuant to this Section 9 more than 21 days after the date Qwest gave you the return authorization number Qwest will keep the returned Approved Equipment and charge you a cancellation charge.

Repaired/Replacement Equipment. Qwest may use new or reconditioned parts to repair the Approved Equipment, or replace the Approved Equipment with new, repaired, or reconditioned Approved Equipment, all at the sole discretion of Qwest. This Limited Warranty will apply to the replaced or repaired Approved Equipment until the end of the original one year Limited Warranty term. All replaced products or parts returned to Qwest become the property of Qwest and will not be returned.

Exception 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. Refer to [www.qwest.com/mybroadbandphone](http://www.qwest.com/mybroadbandphone) for misuse guidelines.

No Other Express Warranties and Limitation of Implied Warranties. This Limited Warranty is the only express warranty extended by Qwest in connection with the Approved 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

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

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.

**Limited Remedy.** The sole and only remedy for defects and malfunctions of the Approved Equipment, whether arising under this Limited Warranty, under a legally effective implied warranty or otherwise, is the repair or replacement of the Approved Equipment strictly in accordance with the foregoing. Qwest is not responsible for 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. QWEST, ITS AFFILIATES, AND CONTRACTORS ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE APPROVED EQUIPMENT OR ITS FAILURE TO MEET ANY SPECIFICATIONS INCLUDING THIS LIMITED WARRANTY OR ANY OTHER OBLIGATION, REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER QWEST HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

This Limited Warranty is extended to you, and no others, by:  
Qwest Returns, 5 William White Blvd., Pueblo, CO 81001-4894  
1-866-283-0043

If you have questions or comments regarding the Limited Warranty, please call us at the above number.

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.** EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9(A) OF THESE TERMS AND CONDITIONS, THE SERVICE AND APPROVED EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. YOU ASSUME TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. QWEST EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET. QWEST DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF EQUIPMENT DEFECTS; AND (B) ALL WARRANTIES FOR EQUIPMENT.

### 10. Limitation of Liability.

**(a)** NEITHER QWEST, ITS AFFILIATES, AGENTS NOR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE, EQUIPMENT, APPROVED EQUIPMENT, 911 EMERGENCY SERVICE, OR THESE TERMS AND CONDITIONS, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER QWEST HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 9(A) ABOVE IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE APPROVED EQUIPMENT. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THESE TERMS AND CONDITIONS. WITH REGARD TO ANY SERVICE RELATED CLAIM BY YOU FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCES OF THIS SECTION 10(a), YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY YOU TO QWEST FOR THE SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. QWEST'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY YOU TO QWEST UNDER THESE TERMS AND CONDITIONS IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

**(b)** Any claim or dispute out of or relating to these Terms and Conditions must be brought within two years after the cause of action arises.

**11. Personal Injury, Death, and Property Damage.** IN ADDITION TO AND WITHOUT LIMITING OR RESTRICTING SECTION 10, ABOVE, QWEST, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, QWEST'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF QWEST RELATED TO THESE TERMS AND CONDITIONS (EXCLUDING CLAIMS RELATED TO 911 EMERGENCY SERVICE WHICH IS COVERED IN THE PRECEDING SENTENCE) WILL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH DIRECTLY CAUSED BY QWEST'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR DAMAGES DESCRIBED IN THE PREVIOUS SENTENCE, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

ACTION. QWEST AND OUR EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS. Damages under this Section will be subject to the limitation of liability in these Terms and Conditions but not the Damage Cap.

**12. Indemnification.** You agree to defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, relating to or arising out of 911 dialing (including without limitation, lack of access to 911 emergency services, your failure to advise Qwest of correct addresses of devices used with the service, your failure to notify all end users of the limitations on access to 911 emergency service, or your movement of Approved Equipment to a location that has not been processed per Section 1 above), the Service, the Approved Equipment or its installation, these Terms and Conditions, including, but not limited to the lack of dialing associated with a security system, and the use, modification or resale of the Service by you or users of your Service.

**13. Privacy.** Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Qwest cannot guarantee that voice over IP communication is completely secure. Qwest is not liable for any lack of privacy which may be experienced with regard to the Service. Additionally, Qwest, its Affiliates and third-party vendors, may access and use information regarding performance of Approved Equipment, software, and Service to: (a) perform related registration (Approved Equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify network performance.

**14. Dispute Resolution; Governing Law.** PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH MANDATORY ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

(a) Arbitration Terms. You agree that any dispute or claim arising out of or relating to the Services or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration. The sole exceptions to arbitration are that either party may pursue claims: (1) in small claims court that are within the scope of its jurisdiction, provided the matter remains in such court and advances only individual (non-class, non-representative, non-consolidated) claims; and (2) in court if they relate solely to the collection of any debts you owe to Qwest.

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

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

(b) Waiver of Jury and Class Action. By this Agreement, both you and Qwest are waiving rights to litigate claims or disputes in court (except small claims court as set forth in paragraph (a) above). Both you and Qwest also waive the right to a jury trial on your respective claims, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity.

**15. Notices.** Except as otherwise provided herein, all required notices to Qwest must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department. Except as otherwise provided herein, all notices to Qwest will be deemed given: (i) when delivered in person to the recipient named above; (ii) three business days after delivered via regular U.S. Mail; (iii) when delivered via overnight courier mail; or (iv) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (ii). Except as otherwise provided herein, all required notices to you will be provided by one or more of the following: posting, bill message, bill insert, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you.

# TERMS AND CONDITIONS

## QWEST® BROADBAND PHONE SERVICE AGREEMENT (Formerly ONEFLEX® PREMIER)

### 16. Miscellaneous.

(a) You may not assign these Terms and Conditions or any of your rights or obligations under these Terms and Conditions without the prior written consent of Qwest, which consent will not be unreasonably withheld. These Terms and Conditions are intended solely for Qwest and you and will not benefit or be enforceable by any other person or entity, including without limitation, users of your Service. Qwest can assign all or part of our rights or duties under these Terms and Conditions without notifying you. If we do that, we have no further obligations to you.

(b) If any term of these Terms and Conditions is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect.

(c) Neither party's failure to insist upon strict performance of any provision of these Terms and Conditions will be construed as a waiver of any of its rights hereunder.

(d) All terms of these Terms and Conditions that should by their nature survive the termination of these Terms and Conditions will so survive.

(e) Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cut not caused by Qwest, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

(f) These Terms and Conditions constitute the entire agreement between you and Qwest with respect to the subject matter hereof, and supersede all prior oral or written agreements or understandings relating to the subject matter hereof.

(g) Discounts and promotional offers are set forth at [www.qwest.com/getbroadbandphone](http://www.qwest.com/getbroadbandphone) and may also be direct mailed to you. You will not be eligible for any discounts or promotional offers other than those you are eligible for at the time you order Service, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance you will receive the discount or promotional offer strictly in accordance with its terms.

**Where required by law, customers who cancel their service within the first three days, or seven days, as applicable, following acceptance of these Terms and Conditions will be refunded all charges incurred with respect to their account, provided customers have complied with Section 7(c). Customers who fail to return their Approved Equipment in accordance with Section 7(c) will not be refunded the cancellation charge.**