



CenturyLink High-Speed Internet® Data-Backer® Service Terms and Conditions

Thank you for selecting CenturyLink High-Speed Internet Data-Backer service ("Data-Backer Coverage" or "Services"). These Terms and Conditions, together with your monthly bill ("Bill") from CenturyLink, constitute your entire plan service agreement (the "Plan") and govern the Services, as described below. This Plan is a legally binding contract, so you should keep a copy of it for future reference. By accepting the Plan, you acknowledge that you have read, understood, and agree to abide by these terms and conditions. If you do not agree to these terms and conditions, do not use the Plan and contact us immediately to terminate it.

PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY, AS IT AFFECTS YOUR RIGHTS. THIS PLAN CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE RESOLUTION OF ANY DISPUTES WITH CENTURYLINK BY ARBITRATION RATHER THAN BY COURTS- PLEASE SEE THAT PROVISION BELOW. THIS PLAN ALSO CONTAINS PROVISIONS THAT LIMIT CENTURYLINK'S TO YOU. PLEASE SEE THOSE PROVISIONS BELOW.

1. **Definitions.** (a) "CenturyLink," "we," "us," or "our" means CenturyTel Service Group, LLC, and its affiliates, subsidiaries, successors, and assigns that provide the Services, with a location of business at 100 CenturyTel Drive, Monroe, Louisiana 71203; (b) "simple inside telephone wire" means the wire that runs from the CenturyLink connection point (usually a small box on the outside of your home) to a telephone jack or outlet inside your home that you plug your High-Speed Internet modem or other High-Speed Internet equipment into, but for purposes of this Plan, no coverage is extended to wire or cable not actually used to provide CenturyLink High-Speed Internet service or to distribution panels or other non-wire parts of so-called structured wire. Simple inside telephone wire coverage includes a home run wiring configuration, if necessary, but only after your High-Speed Internet service has, at one time, been operational; (c) "trouble location" means that we will identify whether the problem with the CenturyLink High-Speed Internet service is with covered simple inside telephone wire and a covered jack. Trouble location includes performing the CenturyLink High-Speed Internet Inspection Checklist which provides an on-site inspection of your High-Speed Internet line; (d) "High-Speed Internet", "CenturyLink High-Speed Internet service", or "High-Speed Internet service" means the CenturyLink High-Speed Internet service you purchase from CenturyLink; (e) "you" and "your" mean the subscriber to the CenturyLink High-Speed Internet service and the person who purchased this Plan; and (f) "home run wiring configuration" means wiring run directly from the CenturyLink connection point to enable your High-Speed Internet service connection when the covered jack works, but your High-Speed Internet service is not operational because of a simple inside telephone wire problem.

2. **Explanation of Data-Backer Coverage.** If your CenturyLink High-Speed Internet service fails, then at your request during the Plan Period, the Data-Backer Coverage will provide trouble location and repair of your simple inside telephone wire and one jack used to provide your CenturyLink High-Speed Internet service. Additionally, CenturyLink will not charge you, while you are a Data-Backer Coverage subscriber, additional amounts, including, but not limited to, maintenance or service charges, time and materials charges, or trouble isolation charges for covered simple inside telephone wire and jack repair and trouble location. The Plan does not cover initial installation and corrective work to permit your CenturyLink High-Speed Internet service to become operational. The Data-Backer Coverage does not cover trouble that exists prior to establishing operating High-Speed Internet service or prior to establishing the Plan.

3. **Revisions to Terms and Conditions.** You agree to all the provisions of this Plan when you order the Plan. We may change the administration of the Plan, make revisions to the Plan, and revise these terms and conditions and the policies relating to the Date-Backer Coverage. We will provide notice of such revisions by posting revisions to www.centurylink.com or www.centurylink.net (collectively, the "Company Website"), or by sending an email to the email address you have provided to us. You agree to visit the Company Website periodically to review any such revisions. Material changes and increases to the monthly charges of the Plan will be effective thirty (30) days after we provide notice to you via any of the following methods: Bill messages, Bill inserts, separate mailings to you, email notification,

recorded announcement, posting to the Company Website, or any other reasonable method of notice at our sole discretion; revisions to any other terms and conditions will be effective on the date noted in the posting and/or email we send you. Your continued use of the Plan and payment of the Plan charges, after such notice, constitutes your acceptance of the changes. The monthly charge of the Plan may be decreased by us without prior notice. We will not provide notice of changes to promotional prices, offers, and applicable taxes, fees, or surcharges (unless required by law or regulation). Data-Backer Coverage is available only to customers of CenturyLink High-Speed Internet service and must be purchased on a per line basis; customers with multiple High-Speed Internet lines at a single customer location must purchase separate Plans for each and every High-Speed Internet line at such location. We will arrange for an authorized service provider to perform the trouble location and repair services as provided for in these terms and conditions. CenturyLink is an authorized service provider for the Plan. You acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into the Plan. You agree promptly to notify Company whenever your personal or Bill information changes. You are responsible for all uses of the Plan and the CenturyLink account on which the Plan resides, 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. You agree to comply with all applicable laws, rules and regulations regarding your use of the Plan. **You agree that we, in our sole discretion, may place restrictions on your use of the Plan, and immediately disrupt, suspend, or terminate the Plan without notice for violations, suspected violations, or to prevent violations of the Plan.**

4. Plan Period; Charges; Payment

- a. **Plan Period.** The Plan is offered on a monthly basis for a term which begins on the date your order or request for the Plan is received (the "Effective Date") and will continue month-to-month until terminated by you or by us ("Plan Period"). We may elect not to renew the Plan upon at least 30 days written notice to you. There will be no lapse in coverage when you move locally to another location within CenturyLink's local telecommunications service territories and continue the same CenturyLink services and the Services under this Plan.
- b. **Plan Charges and Fees; Billing.** You agree to pay the monthly fees applicable to the Plan, applicable taxes, surcharges, recovery fees, set-up fees, and all other recurring and nonrecurring charges for the Plan. Applicable taxes, fees, and other charges detailed in this section may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law, but are set by us and may change. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you. You agree to pay all taxes, surcharges, assessments, and other fees that are related to the Plan and included on your Bill, unless you are exempt from these payments and can provide documentary evidence of such exemption to us. In the event of conflict among prices and charges, the most-current prices and charges govern. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. Any applicable non-recurring charges will be included in your first Bill. Monthly recurring charges will be billed one month in advance. Upon the expiration or termination of the Plan for any reason prior to the end of a billing cycle, we will charge you the full monthly recurring charges for the Plan during the billing cycle (along with all applicable nonrecurring charges, taxes, surcharges, and fees) and will not prorate these charges.
- c. **Payment; Late Fees.** You must pay all charges applicable to the Plan, including all applicable taxes, fees, activation fees, and surcharges, in U.S. currency within 30 days of the invoice date. Any additional charges will be applied to the entire unpaid balance. If we don't receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collections efforts, including attorneys' fees. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payment (even those marked, "PAID IN FULL") and late payment charges will not constitute waiver of any of our rights to collect the full amount due under the Plan. For each month in which any portion of your Service charges are not paid by the due date listed on your Bill, we may charge you a late fee equal to the amount permitted by applicable law on the unpaid balances and may also terminate or suspend your Service without notice. If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.

- d. **Discontinuation of the Plan for Nonpayment.** We may discontinue the Plan without notice if Plan charges on your Bill or charge card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing date expires.
 - e. **Billing Disputes.** You must notify us in writing within thirty (30) days from the date of the Bill if you dispute any invoiced charge, otherwise such dispute will be deemed waived. You will have no right to withhold, set off, or reduce any invoiced amount, whether disputed or undisputed. You accept all charges not disputed within 30 days. You and we waive all rights of subrogation against each other in connection with the Plan. To dispute a charge on your Bill, you must follow the dispute procedures in this Plan.
 - f. **Deposit; Credit Check; Credit Limits.** Our provision of the Plan is subject to our approval of your credit. You give us permission to check and verify your credit as needed in our sole discretion. We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit or advanced payment after activation of the Plan at any time if you fail to pay any amounts when due or if we determine you are a credit risk at any time during your Plan period with us. If you fail to pay for Data-Backer Coverage when due, we may, without providing notice to you, apply your deposit or advance payment to the amount owed. If you refuse to make a deposit or advance payment or otherwise establish credit as provided by applicable state law, we reserve the right to refuse to provide you Data-Backer Coverage. Within ninety (90) days after termination of Data-Backer Coverage, we will return your Subscriber Deposit, less any unpaid amounts due on your account. Amounts held on deposit will not accrue interest, except as required by law. As we determine in our sole discretion and to the extent permitted by applicable law, we may set a credit limit on your account at any time. We may restrict the services to which you have access if you exceed this credit limit.
5. **Exclusions.** Data-Backer Coverage does not cover:
- a. Trouble that exists prior to establishing operating High-Speed Internet service or prior to establishing the Plan.
 - b. Trouble that is reported after the termination of the Plan.
 - c. Trouble that results from your intentional abuse, misuse, or negligence.
 - d. Repair or replacement of USB connections, ethernet connections or the cable connecting the modem to the telephone jack.
 - e. Repair or replacement of your computer or High-Speed Internet modems and other High-Speed Internet-related equipment (whether CenturyLink-certified or not).
 - f. Drilling or cutting into metal walls in order to facilitate the repair. Our technicians will work with you to complete the repair in a safe manner.
 - g. Installation of new jacks and new wiring or rewiring (except for High-Speed Internet service-related home run wiring and jack or simple inside wire repair or replacement that is covered under the Plan).
 - h. Cable or wiring that runs between or among separate buildings, apartments or dwelling units, in a multi-tenant property. If you reside in a multi-tenant building, campus, or military housing, we suggest you discuss inside telephone wire repair responsibility with the property manager or owner. In some cases, they have arranged to handle telephone wiring repair.
 - i. Complete rewiring for jacks and wiring not installed or existing in accordance with accepted industry standards for telephone wiring. We will repair and rewire if necessary the jack or outlet that is not working and offer to complete other rewiring, if requested, at CenturyLink regular installation charges.
 - j. Distribution panels or other non-wire parts of so-called structured wire systems, and no part of any wiring arrangement that provides you with a service or offering of another firm or provider.
 - k. Wire or cable serving other electronic systems such as entertainment systems or providing service for anything except CenturyLink High-Speed Internet service.
6. **Cancellation and Suspension of this Plan.**
- a. **Cancellation.** The Plan is provided on a month-to-month basis and, as a result, either you or we may terminate the Plan at any time by giving notice to the other as set forth in these terms and

conditions. Activation or set-up fees paid at the initiation of your Service, if any, are not refundable. We reserve the right to change, limit, terminate, modify or temporarily or permanently cease providing the Plan or any part of it with or without prior notice if we elect to change the Plan or a part thereof or if you violate the terms of the Plan. If we terminate your Data-Backer Coverage, you must immediately stop using Data-Backer Coverage and you will be responsible for the applicable fees described in these terms and conditions. We will retain all amounts you have paid for the Plan up to and including the date of your cancellation. It may take up to 30 days for CenturyLink to terminate your Data-Backer Coverage. Regardless of the reason for disconnection, you must pay all charges incurred until our disconnection of the Data-Backer Coverage. You will be charged the full monthly recurring charges for the Plan and all other charges for the month in which Data-Backer Coverage terminates. Promotional credits or discounts may not be provided on your final invoice. If you reinstate Data-Backer Coverage following cancellation or termination, we may require you to pay a deposit or an activation fee. If you fail to make any monthly payment for this Plan or any charge provided for in this Plan, coverage will cease on the date the payment was due. Any termination, cancellation, suspension, interruption, or discontinuance of your High-Speed Internet service for any reason constitutes cancellation of this Plan by you, subject to the terms and conditions of this Plan.

- b. **Force Majeure.** We will not be responsible for any delay, interruption, or other failure to perform under the Plan due to acts beyond our control. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond our reasonable control.
- c. **Suspension.** We may suspend or discontinue this Plan without notice if any misuse or abuse of this Plan occurs, or if a hazard or danger to person or property exists which could prevent our technicians from performing the work in a safe manner.

7. **Limitation of Liability; Warranties; Indemnification.**

- a. **Limitation of Liability.** We only will provide trouble location and repair of your simple inside telephone wire and one jack to enable a data connection (including, but not limited to installation of a home run wiring configuration where separate wiring is run directly from the network interface, if necessary), all consistent with CenturyLink usual and customary practices. If we do not do that correctly, you must contact us within thirty (30) days and we will make reasonable attempts to remedy the problem. THIS IS YOUR SOLE REMEDY FOR ERRORS, OMISSIONS, AND OUT-OF-SERVICE CONDITIONS, EVEN IF IT IS OUR FAULT. OUR ONLY LIABILITY TO YOU IS TO LOCATE TROUBLE AS PROVIDED HEREIN AND REPAIR YOUR SIMPLE INSIDE TELEPHONE WIRE AND ONE JACK IN OUR USUAL AND CUSTOMARY MANNER. Under no circumstances are we liable for any other damages, regardless of theory, whether direct, indirect, consequential, indirect, punitive, or special of any nature arising out of or in connection with Services, equipment provided in connection with Services, or our labor or work to provide or assist with the Data-Backer Coverage. This limitation includes a prohibition on damages relating to lost profits or revenue, loss of opportunity, or cost of replacement services or equipment.

Notwithstanding the foregoing, as part of the provision of Services, we may access your computer hardware and software and your High-Speed Internet-related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer or High-Speed Internet-related equipment. A technician will access your computer and/or High-Speed Internet-related equipment solely to locate trouble with your CenturyLink High-Speed Internet service. CenturyLink liability is limited to damage arising from reckless or negligent acts of CenturyLink technicians in accessing your computer or High-Speed Internet-related equipment up to \$500 and CenturyLink is not liable for any other damages, regardless of the theory, whether direct, indirect, consequential, indirect, punitive, or special of any nature arising out of or in connection with your computer, High-Speed Internet services, or High-Speed Internet-related

equipment, including damages relating to lost profits or revenue, loss of opportunity, or cost of replacement services or equipment.

We are not liable for any damages arising out of or in connection with any: (1) act or omission by you, or another person or company, or (2) interruption or failure of Data-Backer Coverage caused by you, another person or company, or any failures caused by your equipment.

- b. **Limited Warranty / Sole Remedy:** We warrant to you and no one else that the repair work CenturyLink provides to you on simple inside telephone wire and jack will be done in a proper, timely manner, consistent with industry standards, and any materials CenturyLink supplies will be substantially free of defects. This limited warranty applies only to the simple inside telephone wire and jack work CenturyLink does and the materials CenturyLink supplies. If you think CenturyLink's work or materials are defective, please contact us promptly and we will correct defects in CenturyLink's simple inside telephone wire or jack work or materials which are our responsibility, without further charge. REPAIR OF ERRORS IS YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THIS LIMITED WARRANTY. Our LIMITED WARRANTY is good for a full 30 days after the simple inside telephone wire or jack work is done, so any implied warranties and our LIMITED WARRANTY expire at that time. Other than described above, CenturyLink provides all Services "as is" and disclaims any warranties, express or implied, including any implied warranties of non-infringement, title, merchantability, or fitness for a particular purpose.
 - d. **Indemnification.** You agree to defend, indemnify and hold harmless CenturyLink, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Services and all related equipment and services: (a) in violation of applicable laws, regulations or these terms and conditions; (b) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; (c) claims for infringement of any intellectual property rights arising from or in connection with use of the Services, or (d) claims of incorrect or misleading information, libel, slander, invasion of privacy, or identity theft.
 - e. **Application.** All limitations stated in this section also apply to our third-party licensors, providers, and suppliers, as third-party beneficiaries of these terms and conditions.
 - f. **Exclusive Remedies.** THE REMEDIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.
8. **Mandatory Arbitration of Disputes.**
- a. **Dispute Process.** If you have a dispute with us relating to any matter, you agree to first notify our customer service at the number listed on your Bill or write us at 5454 W. 110th Street, Overland Park, KS 66211, Attn: Assistant General Counsel - Commercial Law, in an attempt to resolve your dispute. You must describe your dispute with specificity and provide us with any supporting documentation. If we have a dispute with you, it will notify you in writing sent to your billing address in an attempt to resolve the dispute. If after following this process, either party may pursue the dispute only as set forth below.
 - b. **Arbitration.** INSTEAD OF SUING IN COURT, YOU AND WE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER. THIS INCLUDES BUT IS NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THE PLAN, AS WELL AS CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR RELATED LABOR, SOFTWARE, BILLING OR ADVERTISING, OR ARISING OUT OF OR RELATING TO EQUIPMENT YOU OR WE MAY USE IN CONNECTION WITH THE SERVICES. THE REQUIREMENT TO ARBITRATE APPLIES EVEN IF A CLAIM ARISES AFTER THE

SERVICES HAVE TERMINATED; APPLIES TO ALL CLAIMS YOU MAY BRING AGAINST OUR EMPLOYEES, AGENTS, AFFILIATES, OR OTHER REPRESENTATIVES; AND APPLIES TO ALL CLAIMS THAT WE MAY BRING AGAINST YOU. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, APPLIES TO THE PLAN AND ITS PROVISIONS AND, GOVERNS ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR US FROM BRINGING APPROPRIATE CLAIMS IN A SMALL CLAIMS COURT HAVING VALID JURISDICTION.

YOU AND WE FURTHER AGREE THAT NEITHER WE NOR YOU WILL JOIN ANY CLAIM WITH A CLAIM OR CLAIMS OF ANY OTHER PERSON(S) OR ENTITY(IES), WHETHER IN A LAWSUIT, ARBITRATION, OR ANY OTHER PROCEEDING. YOU AND WE AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE, THAT NO CLAIMS WILL BE RESOLVED ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATOR OR ARBITRATION FORUM WILL HAVE JURISDICTION TO ACCEPT OR DETERMINE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. THIS PARAGRAPH AND EACH OF ITS PROVISIONS ARE INTEGRAL TO, AND NOT SEVERABLE FROM, THIS SECTION ON MANDATORY ARBITRATION OF DISPUTES.

This provisions intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before the Plan was entered into by you and us or that arises after the Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with and the arbitrator will be selected according to the rules of the CPR Institute for Dispute Resolution ("CPR") and 9 U.S.C. Sec. 1, et. seq. We agree to act in good faith in selecting an arbitrator. Except as expressly provided in the preceding paragraph, the arbitration will be conducted by and under the then-applicable rules of CPR and United States Code, wherever the arbitration is filed or, if the arbitrator is chosen by mutual agreement of the parties, the then-applicable rules of CPR will apply unless the parties agree otherwise. All expedited procedures prescribed by the applicable rules will apply. We agree to pay our respective arbitration costs, except as otherwise required by rules of CPR, as applicable, but the arbitrator can apportion these costs as appropriate. The arbitrator's decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction. You and we consent to venue for any arbitration in Ouachita Parish, Louisiana.

Except as expressly provided above, if any portion of this section is determined to be invalid or unenforceable, the remainder of this section remains in full force and effect. If, for any reason, all of the above provisions regarding arbitration are held unenforceable or are found not to apply to a claim, you and we agree to waive the right to a trial by jury. 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 attorneys' fees.

9. **Miscellaneous**

- a. **Privacy Policy; Personal Information.** Personal information you provide to us is governed by the CenturyLink Privacy Policy, which is posted on the Company Website and is subject to change from time to time. We reserve the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the our network consistent with applicable law. We reserve the right to report any information required by law enforcement, including the identity of users, account information, images and other facts required by such law enforcement personnel.
- b. **Prohibitions on Transfer and Abuse of the Plan.** This Plan is for your use only. It is not transferable by you to any other person, and may not be assigned by you.

- c. **Survivability.** All obligations of the parties under these terms and conditions, which, by their nature, would continue beyond the termination of the Plan, including without limitation, those relating to Limitation of Liability and Indemnification, will survive such termination.
- d. **Your Cooperation.** If required, you will provide reasonable cooperation to enable us or our agents to perform our duties described in these terms and conditions. You are responsible for damage to our personnel, equipment, software, and services located on you premises, excluding reasonable wear and tear or damage we cause.
- e. **Governing Law.** You and we agree that the substantive laws of the State of Louisiana, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of these terms and conditions. YOU AND WE CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN OUACHITA PARISH, LOUISIANA FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS OR TO THE SERVICE. Except as otherwise required by law, including Louisiana laws relating to consumer transactions, any cause of action or claim you may have with respect to the Services must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
- f. **Waiver.** Company's failure at any time to insist upon strict compliance with any of the provisions of these terms and conditions will not be construed to be a waiver of such terms in the future. If any provision of these terms and conditions are determined to be invalid, illegal or unenforceable, the remaining provisions of these terms and conditions will remain in full force and effect and the unenforceable portion will be construed as nearly as possible to reflect the original intentions of the parties.
- g. **Entire Agreement.** These terms and conditions, including all policies referred to herein and posted on the Company Website, constitutes the entire agreement between you and Company with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to these terms and conditions will be effective unless agreed to in a writing signed by a person properly authorized by CenturyLink.