

BRIGHTSPEED ZONE™ USER AGREEMENT TERMS OF SERVICE

Acceptance of Terms

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Registration and Account Activation

You acknowledge and agree that you may only order and access previous purchases from this Site if you already purchase Brightspeed™ High-Speed Internet service. You will be Brightspeed's sole customer of record and all billing and payment obligations will be solely between you and Brightspeed.

Billing

You will be billed for purchases from the Site on the same bill you receive for your Brightspeed High-Speed Internet® Service. You agree that the terms and conditions of the applicable Brightspeed High-Speed Internet Subscriber Agreement relating to billing are incorporated herein by reference, and apply to your purchases from the Site.

Acceptable Use

All use of the Site shall comply with Brightspeed's Acceptable Use Policy, a copy of which can be found at qwest.Brightspeed.com/legal/usagePolicy.html.

Privacy

All users of the Site shall be familiar with Brightspeed's Privacy Policy, found at <https://www.brightspeed.com/aboutus/legal/consumer/privacy-notice>. By using this Site, you represent and agree that you have read and understood the Privacy Policy.

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Contributions

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Indemnity

You agree to defend, indemnify and hold harmless Brightspeed, its parent corporation, subsidiaries, affiliates, officers, directors, employees, third-party suppliers and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that you caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Site.

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YOU AND BRIGHTSPEED AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may not apply to you. UNDER NO CIRCUMSTANCES SHALL BRIGHTSPEED BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING ONE THOUSAND DOLLARS (\$1000.00).

The Site is controlled and offered by Brightspeed from its facilities in the United States of America. Brightspeed makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so of their own volition, and at their own risk, and are responsible for compliance with local law.

Term and Termination

Either Brightspeed or you may terminate this Agreement at any time. Without limiting the foregoing, Brightspeed shall have the right to immediately terminate your use in the event of any conduct by a User which Brightspeed, in its sole discretion, considers to be unacceptable, or in the event of any breach by a User of this Agreement. The provisions of those sections of this Agreement that should by their nature survive termination of this Agreement shall so survive.

Notices

Brightspeed may provide you with notices regarding the Site or these Terms of Service by regular mail, email, or postings to this Site.

Dispute Resolution

Any dispute arising out of, or relating to, this Site shall be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. The costs of the arbitration, including the arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction. If a party is required to enforce compliance with this Section (including nonpayment of an award), then the non-complying party shall reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys' fees).

Choice of Law

You agree that: (i) the Site shall be deemed solely based in Colorado; and (ii) the Site shall be deemed a passive website that does not give rise to personal jurisdiction over Brightspeed, either specific or general, in jurisdictions other than Colorado. These Terms of Service will be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to its conflict of laws provisions or your actual state or country of residence. The parties agree to submit to the personal and exclusive jurisdiction of the courts located in the City of Denver, Colorado.

Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Brightspeed without restriction.

General

Without limiting the foregoing, under no circumstances shall Brightspeed be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of

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domestic or foreign courts or tribunals, nonperformance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

These Terms of Service together with any other legal notices published by Brightspeed on the Site constitute the entire agreement between you and Brightspeed with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service by a party will be effective only if in writing and signed by a party. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Brightspeed's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.

Relevant Language of Electronic Signature Laws

Section 101(c) of the Electronic Signatures in Global and National Commerce Act [15 USC Section 7001 et seq.] provides:

- (1) Consent to electronic records. Notwithstanding subsection (a), if a statute, regulation, or other rule of law requires that information relating to a transaction or transactions in or affecting interstate or foreign commerce be provided or made available to a consumer in writing, the use of an electronic record to provide or make available (whichever is required) such information satisfies the requirement that such information be in writing if:
 - (A) the consumer has affirmatively consented to such use and has not withdrawn such consent;
 - (B) the consumer, prior to consenting, is provided with a clear and conspicuous statement:
 - (i) informing the consumer of (I) any right or option of the consumer to have the record provided or made available on paper or in non-electronic form, and (II) the right of the consumer to withdraw the consent to have the record provided or made available in an electronic form and of any conditions, consequences (which may include termination of the parties' relationship), or fees in the event of such withdrawal;
 - (ii) informing the consumer of whether the consent applies (I) only to the particular transaction which gave rise to the obligation to provide the record, or (II) to identified categories of records that may be provided or made available during the course of the parties' relationship;
 - (iii) describing the procedures the consumer must use to withdraw consent as provided in clause (i) and to update information needed to contact the consumer electronically; and
 - (iv) informing the consumer (I) how, after the consent, the consumer may, upon request, obtain a paper copy of an electronic record, and (II) whether any fee will be charged for such copy;
 - (C) the consumer:
 - (i) prior to consenting, is provided with a statement of the hardware and software requirements for access to and retention of the electronic records; and
 - (ii) consents electronically, or confirms his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.

Your click on the radio button labeled "I accept the Terms of Service" is an electronic signature to the agreements and contracts set out herein. Please review the material above for important, binding, legal information.