



For Service Call: 1-888-777-9569

### CenturyLink Modem Warranty Service Terms and Conditions

Thank you for selecting this CenturyLink Modem Warranty Service Plan. These Terms and Conditions, together with your monthly bill ("Bill") from CenturyLink, constitute your entire plan service agreement (the "Plan") and govern the services described below. This Plan is a legal contract, so you should keep a copy of it for future reference. TMI Solutions, LLC ("TMIS"), is the Plan administrator and, except as stated otherwise herein, the obligor of this Plan.

**PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY, AS IT AFFECTS YOUR RIGHTS. THIS PLAN CONTAINS AN ARBITRATION AGREEMENT THAT REQUIRES THE RESOLUTION OF ANY DISPUTES WITH TMIS OR CENTURYLINK BY ARBITRATION RATHER THAN BY COURTS - PLEASE SEE THE ARBITRATION AGREEMENT PROVISION BELOW. THIS PLAN ALSO CONTAINS PROVISIONS THAT LIMIT THE LIABILITY OF TMIS OR CENTURYLINK TO YOU - PLEASE SEE THE LIMITATION OF LIABILITY PROVISION BELOW.**

**Definitions.** (1) "we," "us," and "our" mean TMIS, the company obligated under this Plan, except in the states of Arizona, Indiana, North Carolina, Oklahoma, Oregon, and Virginia, in which case these words mean CenturyLink; (2) "you" and "your" means the person who purchased this Plan; (3) "CenturyLink" means Qwest CenturyTel Service Group, LLC and its subsidiaries, successors and assigns, the seller of this Plan, with a location of business at 100 CenturyTel Drive, Monroe, Louisiana 71203; (4) "TMIS" means TMI Solutions, LLC, and its successors and assigns, located at 3300 NE 164<sup>th</sup> Street, P1, Ridgefield, WA 98642, at toll-free phone number 1-888-595-4805; (5) "High-Speed Internet," "CenturyLink High-Speed Internet service," or "High-Speed Internet service" means the CenturyLink High-Speed Internet service you purchase from CenturyLink; and (6) "Covered Product" means the eligible modem or other like communications device purchased from CenturyLink that is activated for CenturyLink High-Speed Internet service and enrolled for coverage on your account with CenturyLink on the date failure occurs, and the serial number for such device being registered in the records of CenturyLink.

**What is Covered.** Coverage is subject to the exclusions and limitations herein and the other provisions of this Plan.

In the usual and customary usage of the Covered Product, if the Covered Product malfunctions or fails to operate, due to a defect in material or workmanship, normal wear and tear, accidental damage due to handling or power surges, it will be replaced with an item of comparable kind and quality. **There is no assurance, representation, or guarantee that any replacement item will be identical or will offer the same functionalities as your original Covered Product.** If we determine that the Covered Product needs to be replaced, a replacement device of like, kind and quality will be sent to you within approximately ten (10) business days from the date the service claim is made to us. **Replacement items will be new, remanufactured or refurbished, at our option.** If the identical Covered Product is no longer available, we will replace it with a product of comparable functionality. In all cases, we will determine product comparability including functionality at our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. Non-original manufacturer parts may be used in remanufactured or refurbished products. A Covered Product approved for replacement by us must be returned to us at our shipping expense in the return mailer included with the replacement product we send to you. You must return the Covered Product within thirty (30) days of receipt of the replacement device, or pay the non-returned equipment charge applicable to the model of Covered Product that we replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.** Replacement items automatically become the Covered Product subject to all terms and conditions of this Plan. You hereby assign to us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Product we replace.

**Agreement.** You agree to all the provisions of this Plan when you order the Plan. We may increase the monthly charge for the Plan, change the administration of the Plan, or change these terms and conditions from time to time upon thirty

(30) days written notice to you, subject to applicable law. Such notice may be provided in a Bill insert, as a message printed on your Bill, in a separate mailing, by email, or by any other reasonable method of communication as determined in our discretion. Your continued use of the Plan and payment of the charges for the Plan, after such notice, constitutes your acceptance of the changes. The monthly charge for the Plan may be decreased by us without prior notice. This Plan is available only to customers of CenturyLink.

**Plan Period.** This Plan is offered on a monthly basis for a term which begins on the date your order or request for the Plan is received by us and shall continue month-to-month therefrom until terminated by you or by us in accordance with the Plan. We may elect not to renew your Plan upon at least thirty (30) days written notice to you. There will be no lapse in coverage when you move locally to another location and continue the CenturyLink service and the services under this Plan.

**Charges.** You will be billed monthly, in advance, on your Bill. Applicable taxes, charges, regulatory surcharges, and assessments, if any, will be added to your Bill. If CenturyLink does not receive full payment on the due date shown on the Bill, and/or if your payment is returned/dishonored, CenturyLink may charge you for the returned/dishonored payment and for the late payment in the same way CenturyLink does with other services, subject to applicable law.

**Deposit.** Subject to any applicable law, if CenturyLink holds a deposit for your account, CenturyLink may apply it to any unpaid balance that you owe to us when services are terminated for any reason.

#### **EXCLUSIONS.**

##### **THE COVERAGE DOES NOT PROVIDE REPLACEMENTS DUE TO OR COVER:**

- a. Products owned or operated outside any state or territory of the United States or the District of Columbia;
- b. Defects and need for repair that existed with the Covered Product when you purchased the Plan;
- c. Malfunctions or limitations of functionality that are due to the original manufacturer's design plan or manufacturing process (as determined at our sole discretion);
- d. Routine maintenance and consumable components;
- e. Damage or failure caused by acts of God, fire, freezing, flood, unusual atmospheric conditions, abuse, customer negligence, misuse, loss, theft, improper installation, explosion, war, terrorism, strike, embargo, acts of government, and similar activity or omission;
- f. Incidental or consequential damages;
- g. Contraband or property in the course of illegal transportation or trade;
- h. Leased modems;
- i. Property in transit to you from anyone other than us; or
- j. Modifications to the Covered Product by you, by someone at your direction, or otherwise enabled by you.

**To Obtain Service.** You may request service by calling 1-888-777-9569.

**Annual Service Limit.** We will cover the cost to replace the Covered Product up to an annual maximum of \$200, each year running from the date your order or request for the Plan is initially received by us.

**Cancellation.** You may cancel this Plan within twenty (20) days from your receipt of this Plan (the "First 20 days") by calling us at 1-800-244-1111 (residential customers) or 1-800-603-6000 (business customers). You will then receive a refund or credit on your Bill for the full Plan price paid unless you had a covered claim during the First 20 days. In the event you had a covered claim during the First 20 days, your refund will be the greater of the full Plan price paid less the cost of any covered claim or one-hundred percent (100%) of the pro-rata amount of the unearned portion of the Plan price paid, if any, based upon elapsed time. You may also cancel this Plan at any other time by surrendering it or providing written notice to us at the TMIS address listed above. This Plan may be canceled by you, or by us, for any reason at any time. If you or we cancel this Plan, you will receive a refund of one-hundred percent (100%) of the pro-rata unearned portion of the Plan price paid, if any, based on elapsed time. 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 service with CenturyLink for any reason constitutes cancellation of this Plan by you, subject to the terms and conditions of this Plan.

**Limitation of Liability.** IN THE EVENT OF ANY ERROR, OMISSION OR FAILURE BY TMIS OR CENTURYLINK WITH RESPECT TO THE PLAN OR THE SERVICES PROVIDED BY TMIS OR CENTURYLINK HEREUNDER, TMIS

AND CENTURYLINK RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF TMIS OR CENTURYLINK PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL TMIS OR CENTURYLINK BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF TMIS OR CENTURYLINK HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR TMIS OR CENTURYLINK'S PERFORMANCE UNDER THIS PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, EACH OF TMIS AND CENTURYLINK HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY TMIS AND CENTURYLINK INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Arbitration Agreement.** Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Plan can be addressed simply by contacting us at 1-888-777-9569. In the unlikely event we cannot resolve a dispute, including any claim under this Plan, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to "we", "us" and "our" include TMIS and CenturyLink and their respective parents, subsidiaries, affiliates, insurers, sureties, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Plan.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Plan was entered into by you and us or that arises after this Arbitration Agreement or 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. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("**Notice**") by certified mail. Your Notice to us should be addressed to: TMI Solutions Legal Department, 4550 North Point Parkway, Suite 370, Alpharetta, GA 30076. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within thirty (30) days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("**AAA**"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: TMI Solutions Legal Department, 4550 North Point Parkway, Suite 370, Alpharetta, GA 30076. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**Arbitration Rules**") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in Atlanta, GA. If your dispute is for \$10,000 or less, you may

choose to conduct the arbitration hearing either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to an arbitration hearing will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose the criteria for determining such shall be the same as those set forth under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearing, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your reasonable attorney's fees, if any, and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within fourteen (14) days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

Except as expressly provided above, if any portion of this Arbitration Agreement 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 in the Arbitration Agreement 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.

**Force Majeure.** Neither CenturyLink nor TMIS have responsibility for delays or failures due to fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other cause beyond CenturyLink or TMIS control and, in such event, CenturyLink or TMIS may cancel this Plan immediately.

**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. We may suspend or discontinue this Plan without notice if any misuse or abuse of this Plan occurs.

**Deductible.** This Plan does not require you to pay a deductible.

**Insurance.** This is not a contract of insurance. Obligations of the obligor under this Plan are backed by the full faith and credit of the obligor and are not guaranteed under a service contract reimbursement insurance policy.

**State Variations.** If you reside in one of the states listed, the provisions identified for that state apply to you and govern in the event of, and only to the extent of, any conflict with any other provision of this Plan:

**(1) Massachusetts and Montana:** If we cancel this Plan, we will mail a written notice to you at your last known address contained in our records, at least five (5) days before cancellation unless the reason for cancellation is nonpayment, material misrepresentation or a substantial breach of duties by you relating to the Covered Product or its use.

**(2) Texas and Wyoming:** If we cancel this Plan, we will mail a written notice to you at your last known address contained in our records, at least ten (10) days before cancellation. Prior notice is not required if the reason for

cancellation is nonpayment of the price for this Plan, a material misrepresentation by you, or a substantial breach of duties by you relating to the Covered Product or its use.

**(3) Massachusetts, Minnesota, Montana, South Carolina, Texas, Washington and Wyoming:** Any required notice of cancellation from us will include the effective date of cancellation and the reason for cancellation.

**(4) Alabama, Arkansas, Massachusetts, Minnesota, Nevada, South Carolina, Texas and Wyoming:** A ten percent (10%) penalty per month will be added to a refund that is not made or credited within forty-five (45) days of return of this Plan to us.

**(5) New York and Washington:** A ten percent (10%) per month penalty will be added to a refund that is not made within thirty (30) days of return of this Plan to us.

**(6) Alabama:** If you submit a written request to cancel this Plan, you will be provided a pro rata refund less reasonable handling costs, any claims that may have been paid, and an administrative fee of up to \$25.

**(7) Arizona:** We may deduct for administrative expenses associated with any cancellation of this Plan. No claim incurred or paid will be deducted from the amount to be returned. We will not cancel or void this Plan due to preexisting conditions, prior use or unlawful acts by us or our subcontractors relating to the Covered Product, or misrepresentation by either us or our subcontractors. Neither we, our assignees, nor our subcontractors will cancel or void coverage under this Plan due to our failure to provide correct information or our failure to perform the services provided in a timely, competent, and workmanlike manner. No provision in this Plan will prevent you from filing a complaint regarding a dispute about this Plan with the Arizona Department of Insurance for any remedy available under law.

**(8) California:** If you cancel this Plan, you must provide written notice of cancellation to us at the listed address for TMIS. If you cancel this Plan within the first thirty (30) days after receipt of this Plan, the full amount paid for this Plan will be refunded, as long as no claims have been made against this Plan. If a claim has been made against this Plan within the first thirty (30) days after receipt of this Plan, a pro rata refund will be made less reasonable handling costs and any claims that have been made. If the purchase of this Plan was financed, we may make the refund payable to the purchaser, the assignee, or lender of record, or both. If you cancel this Plan after the first thirty (30) days after you received this Plan, we will provide you a pro rata refund less reasonable handling costs and any claims that may have been paid. In addition, we may assess a cancellation or administrative fee, not to exceed ten percent (10%) of the price of this Plan or \$25, whichever is less.

**(9) Connecticut:** This Plan is automatically extended if and while the Covered Product is in our custody for repair under this Plan. You may cancel this Plan if you return the Covered Product or the Covered Product is sold, lost, stolen, or destroyed. Resolution of Disputes: You and we agree to make reasonable efforts to resolve disputes over the terms of this Plan. In the event that you and we cannot reach agreement, and in lieu of the Arbitration Agreement above, you may make a claim for benefits under this Plan by filing a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint must contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. You must state the purchase price of the Covered Product, the cost of repair of the Covered product and must include a copy of this Plan (including a copy of your Bill). Your complaint must be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The examiner will notify you and us in writing that the matter has been referred for arbitration and that each party has the right to object to binding arbitration within ten (10) days of the mailing of the date of mailing of the notice. Failure to file such written objection shall be deemed consent to binding arbitration. Each party is required to remit a nonrefundable fee of thirty \$30 to the Arbitration Unit, payable to the Treasurer, State of Connecticut for deposit in the Insurance Fund established pursuant to Section 38a-52a of the Connecticut General Statutes, within fifteen (15) days of the date of mailing of the notice informing the party that the matter has been referred for arbitration. Failure to submit the fee within the required fifteen (15) days shall allow the Commissioner, in his discretion, to note such failure upon the record and render a decision by default against the failing party. In cases where neither party has complied with the fee deadline, the matter will be dismissed with prejudice and the Arbitration Unit will close the file. The non-prevailing party shall reimburse the successful party his \$30 dollar fee.

**(10) Florida:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**(11) Georgia:** This Plan is noncancelable by us except for fraud, material misrepresentation, or failure to pay the consideration due therefor. Our cancellation of this Plan will be in writing, in accordance with Georgia Code Section 33-24-44. You may cancel this Plan at any time upon demand and surrender of the Plan to us; after which, we will refund the excess of the price paid for the Plan above the customary short rate for the expired term of this Plan. This Plan is guaranteed by Platte River Insurance Company, as surety in favor of the State of Georgia, the principal offices of which are located at P.O. Box 5900, Madison, WI 53705-0900.

**(12) Hawaii:** If no claim has been made under this Plan, you may return this Plan within thirty (30) days of the date this Plan was mailed to you, or within twenty (20) days of delivery if this Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price of this Plan.

**(13) Illinois:** If this Plan is canceled within thirty (30) days after its purchase and no service has been provided, we will refund the full purchase price this Plan less a cancellation fee. At any other time, you will be provided a pro rata refund for the unexpired term of this Plan, based upon the elapsed term of this Plan, less the value of any service received and a cancellation fee. No cancellation fee will exceed the lesser of ten percent (10%) of the price for the Plan or \$50.

**(14) Kentucky:** This Plan is guaranteed by Platte River Insurance Company, as surety in favor of the Commonwealth of Kentucky, the principal offices of which are located at P.O. Box 5900, Madison, WI 53705-0900.

**(15) Michigan:** If the performance of this Plan is interrupted because of a strike or work stoppage, the effective period of this Plan shall be extended for the period of the strike or work stoppage.

**(16) Minnesota:** If we cancel this Plan for any reason, we will mail you written notice at your last address contained in our records, at least five (5) days prior to the effective date of cancellation if the cancellation is due to nonpayment, material misrepresentation, or a substantial breach of your responsibilities required by this Plan and at least fifteen (15) days prior to the effective date of cancellation if cancellation is for any other reason.

**(17) Nevada:** You may cancel this Plan within twenty (20) days from your receipt of this Plan (the "First 20 days") by calling us at 1-800-244-1111 (residential customers) or 1-800-603-6000 (business customers). You will then receive a refund or credit on your Bill for the full Plan price paid unless you had a covered claim during the First 20 days. If you submit a written request to cancel this Plan after the First 20 days of the Plan term, or if you had a covered claim during the First 20 days, you will be provided a pro rata refund less any outstanding balance on your account and a cancellation fee of up to \$50. We can cancel this Plan within seventy (70) days after the effective date for any reason. Thereafter, we will only cancel this Plan for reasons of nonpayment by you of an amount when due; conviction of you of a crime which increases the services required under this Plan; discovery of fraud or material misrepresentation by you in obtaining this Plan or making a claim under this Plan; discovery of an act or omission by you, or violation by you of any condition of this Plan, which occurred after the effective date and which substantially and materially increases the service required under this Plan; or a material change in the nature or extent of the required service which occurs after the effective date and which causes the required service to be increased beyond that contemplated at the time this Plan was issued or sold. After this Plan has been in effect for seventy (70) days or longer, the only abuse or misuse of this Plan that would permit us to cancel this Plan are either: (a) abuse or misuse of this Plan by you which occurs after the effective date of this Plan and which substantially and materially increases the service required under this Plan; or (b) abuse or misuse of this Plan which constitutes a material change in the nature or extent of the required service, which occurs after the effective date of this Plan, and which causes the required service to be substantially and materially increased beyond that contemplated at the time that this Plan was issued or sold. You will be provided a pro rata refund less any outstanding balance on your account. Cancellation of this Plan is effective fifteen (15) days after we mail the cancellation notice to you at your last address contained in our records. After this Plan has been in effect for seventy (70) days or longer, the only force majeure events that would permit us to cancel this Plan are force majeure events that constitute a material change in the nature or extent of the required service which occurs after the effective date and which causes the required service to be increased beyond that contemplated at the time this Plan was issued or sold." Nevada law will govern the interpretation of this contract in the event of arbitration; and, unless you and we agree otherwise, any arbitration hearings will take place in Las Vegas, NV.

**(18) New Hampshire:** If you have questions or complaints regarding this Plan, please contact us at the toll-free number listed on the first page of this Plan. In the event you do not receive satisfaction under this Plan (including the

Arbitration Agreement hereunder), you may contact the New Hampshire Insurance Department, in writing, at 21 South Fruit Street, Suite 14, Concord, NH 03301 or by telephone at (800) 852-3416 or (603) 271-2261.

**(19) New Mexico:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the monthly Plan term or one (1) year, whichever occurs first, unless you fail to pay any amount due; you are convicted of a crime which results in an increase in the service required under the Plan; you engage in fraud or material misrepresentation in obtaining this Plan; or you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan. If we cancel this Plan before the expiration of the agreed term, we will mail written notice to you at your last address contained in our records, at least fifteen (15) days before the effective date of cancellation. A refund owed and not paid or credited within sixty (60) days of return of this Plan to us will include a ten percent (10%) penalty per month.

**(20) North Carolina:** The purchase of this Plan is not required to purchase, or to obtain financing for, the Covered Product. We will not cancel this Plan in our discretion other than for nonpayment of premiums or for a direct violation of the Plan by you. You may cancel this Plan at any time after purchase and receive a pro rata refund less any claims paid on the agreement and a reasonable administrative fee, not to exceed ten percent (10%) of the amount of the pro rata refund.

**(21) Ohio:** This Plan does not provide for the repair or replacement of a Covered Product, purchased primarily for personal, family, or household purposes, due to power surge or accidental damage from handling.

**(22) Oklahoma:** Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma's service warranty statutes do not apply to any commercial use references in service warranty contracts.

**(23) South Carolina:** If we cancel this Plan, we will mail a written notice to you at your last known address contained in our records, at least fifteen (15) days before cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you, or a substantial breach of duties by you relating to the Covered Product or its use.

**(24) Tennessee:** This Plan is automatically extended while the appliance is being repaired.

**(25) Texas:** If you cancel this Plan before the thirty-first (31st) day after the date of purchase, we will refund to you or credit your account the full purchase price of Plan, less the amount of any claims paid under the Plan. If you cancel this Plan on or after the thirty-first (31st) day after the date of purchase, we: (a) will refund to you or credit to your account the prorated purchase price of the Plan reflecting the remaining term of the Plan, based on time, less the amount of any claims paid under the Plan; and, (a) may impose a reasonable cancellation fee not to exceed \$ 50. Complaints unresolved by the Arbitration Agreement set forth above, or questions concerning the regulation of service contract providers, may be addressed in writing to the Texas Department of Licensing and Regulation, at TDLR, P.O. Box 12157, Austin, TX 78711, or by telephone at (800) 803-9202.

**(26) Washington:** If we cancel this Plan, we will mail written notice to you at your last address contained in our records, at least twenty-one (21) days before cancellation. The Arbitration Agreement provision in this Plan is amended to allow for arbitration proceedings between us and you to be held at a location in closest proximity to your permanent residence.

**(27) Wisconsin:** **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan will only be canceled mid-term for material misrepresentation, substantial change in the risk assumed, or a substantial breach of contractual duties, conditions, or warranties. You may, within fifteen (15) calendar days of the delivery of this Plan, reject and return this Plan for a full refund less actual costs or charges needed to issue and service this Plan. If you cancel this Plan at any time during the coverage period, claims will not be considered when calculating any refund due. The Arbitration Agreement under this Plan does not apply to residents of Wisconsin.

**(28) Wyoming:** The Arbitration Agreement under this Plan is amended as follows: If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming. For the purpose of this

Arbitration Agreement, references to "we," "us," and "our" include TMIS and CenturyLink and their respective parents, subsidiaries, affiliates, insurers, sureties, agents, employees, successors and assigns.

CenturyLink appreciates your selection of the optional Plan and know you'll enjoy the peace of mind and security that this CenturyLink Modem Warranty Service Plan provides. If you have questions or concerns with respect to this Plan or service provided under this Plan please contact CenturyLink at 1-888-777-9569 and if you are not able to resolve your question or concern call TMIS directly at 1-888-5954805 or write us at the address provided in this Plan. CenturyLink knows you have choices and wants you to be satisfied with the Plan.

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