

EMBARQ™ High-Speed Internet Residential Service Terms and Conditions

1. AGREEMENT.

1.1 General Application. These terms and conditions (“Terms and Conditions”) constitute your agreement (“Agreement”) with the EMBARQ local operating company serving your location and any affiliate of EMBARQ, to the extent such affiliate provides services to you under this Agreement (collectively, “EMBARQ”), for any EMBARQ™ High-Speed Internet Services, EMBARQ™ portal websites, myembarq.com and related websites, and any personal webpages created through myembarq.com, related websites, or other EMBARQ-provided services for residential customers (collectively, “Services”) to which you subscribe. **In addition to your affirmative acceptance of this Agreement, your subscription to, use of, or payment for Services also constitutes your acceptance of this Agreement.**

If you have agreed to keep the Services for any set term period (a “Term”) and you terminate the Services before the end of that Term, you will be responsible for all charges related to the Services, including an early termination fee.

You should carefully read all terms in this Agreement, including a Mandatory Arbitration of disputes provision.

1.2 Customers activating EMBARQ™ High-Speed Internet via Satellite. If you have subscribed EMBARQ™ High-Speed Internet via Satellite, not all provisions of this Agreement are applicable to you. The following sections are inapplicable to you: sections 2.1 through 2.3, section 3.5, and any other sections or provisions of this Agreement specifically dealing with EMBARQ’s delivery of digital subscriber line service or technology.

1.3 Definitions. “EMBARQ,” “Company,” “we,” “our,” and “us” means the EMBARQ local operating company in your location providing the Services, and any affiliate of EMBARQ to the extent such affiliate provides Services to you under this Agreement. “You,” “you,” and “your” means the person or individual purchasing and using the Services from EMBARQ under the terms of this Agreement.

1.4 Changes to this Agreement. EMBARQ reserves the right to change the terms and prices of the Services at any time, including this Agreement. You will be provided written notice of pricing increases and material changes to the terms and conditions in this Agreement as described in this section and the notice section of this Agreement, which may include bill messages, bill inserts, separate mailings to you, email notification, recorded announcement, posting to <http://www.embarq.com/ratesandconditions>, or any other reasonable method of notice at our sole discretion. We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation. The change will become effective on the date described in the notice. We will not provide notice to you regarding price decreases or the expiration of promotional pricing, offers, and terms. **Your continued use of the Services after any change constitutes your acceptance of any such changes in prices, terms, or conditions, and the revised Agreement. Your sole remedy for any material changes made by us is your right to cancel the affected Service or terminate this Agreement.**

2. SERVICE USAGE

2.1 Acceptance. In its sole discretion, EMBARQ may accept or reject your order for Services for any lawful reason. Before activation of Services, EMBARQ may check your credit, verify your identity, charge a deposit, prepayment or other fee to establish or maintain Services, or require that you execute any authorizations and verifications it deems necessary. You must have and maintain satisfactory credit to receive and continue to receive Services.

2.2 Installation. You authorize EMBARQ and its authorized contractors and vendors to install any software, wiring, modems, and equipment (collectively, the "Equipment") necessary to provide the Services. You warrant that you own your residential location, or you have received permission from the owner to make any changes to your location needed to install the Equipment and receive the Services, and that the installation location will be clean and safe at all times for such installation. You grant to EMBARQ or its contractors an irrevocable license to enter your location during normal business hours, as determined by EMBARQ, to perform installation, repair or maintenance services in support of the Services. As needed, you will provide reasonable cooperation to enable EMBARQ or its agents to install or repair the Services. Customer is responsible for damage to Equipment and Services located on Customer premises, excluding reasonable wear and tear or damage caused by EMBARQ.

2.3 Service Performance. Listed download and upload speeds apply to the high-speed connection only, but EMBARQ makes no guarantees or representations related to download or upload speeds. Actual performance will vary due to conditions including, but not limited to, computer and other equipment limitations, Internet congestion, server and router speeds of web sites accessed, inside wiring, telephone line conditions, or your location. EMBARQ assumes no responsibility or liability for interruption of the Services or Service performance differences.

2.4 Protection of Services. EMBARQ may take any action it deems appropriate without notice to protect the Services and its facilities for provision of the Services. If EMBARQ denies you access to the Services pursuant to this Section, you will have no right or ability to access any materials stored on or available through the Internet through EMBARQ, and EMBARQ will have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for consequences resulting from the lack of notification. You will protect the EMBARQ network by either disabling or password-protecting files on your computer(s) or have a firewall solution that prohibits unauthorized access to your computer.

2.5 Use of Services. You agree: (A) to ensure compliance with this Agreement by anyone whom you authorize to use the Services, including any specific terms associated with the use of your Services; (B) not to use the Services for business purposes, but only for residential use; (C) to pay all charges for Services provided under this Agreement including, but not limited to, unauthorized charges incurred on calls placed from your residence; (D) to ensure that your actions and equipment do not directly or indirectly interfere with EMBARQ's ability to provide Services to others, or the quality of such Services; (E) to comply with all applicable laws and regulations when using our Services and that you will not use our Services in an unlawful, fraudulent, destructive, or abusive manner, or allow others to do so, (F) not to use Services in such a manner that causes interference with EMBARQ's or another's use of EMBARQ's network, and (G) that, **in our sole discretion and without liability to you, EMBARQ may place restrictions on use of your Services, and immediately disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of these terms.**

2.6 Applicable Policies. You agree to comply with the EMBARQ™ Acceptable Use policy and Privacy Policy, both posted to <http://www.embarq.com> and incorporated by this reference.

3. SERVICE AND EQUIPMENT LIMITATIONS.

3.1 Monitoring. You understand that it may be possible for unauthorized third parties to monitor data traffic. If you wish to secure your usage in connection with the Services, you have the obligation to obtain, at your own cost, encryption software or other transmission security protections. You assume full responsibility for the establishment of appropriate security measures to control or limit access to your information.

3.2 Service-Specific Limitations. When using the Services, you may not:
(A) restrict, inhibit, or engage in any conduct that prevents others from using the Internet or interferes with EMBARQ's ability to provide the Services including, but not limited to hacking,

circumvention of user authentication or security of any host network, or account, use of any EMBARQ products and services, or any "denial of service" attacks (port scans, deliberate overload attempts, etc.);

(B) post or transmit any unlawful, threatening, abusive, libelous, defamatory, vulgar, obscene, indecent, profane, hateful, bigoted or otherwise objectionable information of any kind, including without limitation any transmissions, constituting or encouraging, conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation U.S. export control laws and regulations;

(C) post or transmit any information or software that contains a virus, trojan horse, worm or other harmful component;

(D) post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through Services for commercial purposes, or engage in any commercial or business activities using the Services;

(E) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other materials, or other proprietary right, or derivative works without obtaining permission of the copyright owner or rightholder;

(F) upload, post, publish, reproduce, transmit or distribute in any way any component of the Services or derivative works, as Services are copyrighted as a collective work under U.S. copyright laws;

(G) remove or alter copyright management information including, without limitation, name or identification information of the author or owner, copyright note or terms and conditions for use of a work;

(H) avoid, bypass, remove, deactivate or circumvent by any means, any process or system such as copy protection systems that are intended to protect the rights of a copyright owner;

(I) send unsolicited e-mail causing complaints from the recipients of the unsolicited e-mail;

(J) send large quantities of unsolicited e-mail to individual e-mail accounts (a/k/a, spamming or mailbombing);

(K) make any unauthorized attempt to gain access to any account or computer resource not belonging to that user;

(L) attempting to send e-mail or newsgroup articles or postings using a name or address of someone other than yourself, attempting to impersonate any person or using forged headers or other identifying information.

(M) scan or probe the security of the EMBARQ network or any other network for any purpose whatsoever by the use of packet sniffers, siphons, decoders or other methods;

(N) obtain or attempt to obtain Services by any means or device with intent to avoid payment;

(O) unauthorized access, alteration, destruction, or any attempt, of any information of any EMBARQ customers or end-users by any means or device;

(P) violate the law or aid another in any unlawful act;

(Q) resell the Services or any other EMBARQ service to any third parties without prior express written consent from EMBARQ;

(R) run programs or servers that provide services to others through the Services which includes web hosting, multi-user interactive forums, game servers, operating an internal mail/http/ftp/irc/dhcp server for external connections or supporting multi-user forums; or

(S) engage in excessive peer-to-peer file sharing activities.

3.3 Internet and Internet Usage.

(A) You access materials on the Internet at your own risk. EMBARQ has no control over any information, products, or services on the Internet. The Internet contains unedited materials that may be offensive or objectionable to you. You access these materials at your own risk. EMBARQ has no control over and accepts no responsibility for these materials. You may wish to utilize software designed to limit access to certain material on the Internet. If you make purchases on the Internet, you may be asked to supply certain information, including credit card or other payment mechanism information. EMBARQ is not responsible for your provision of such information. .

(B) EMBARQ gathers information about your Internet usage such as the sites visited, session lengths, bit rates, and number of messages and bytes passed. EMBARQ uses this information in the aggregate. EMBARQ may share this aggregated information with other parties from time to time. EMBARQ also collects and uses personally identifiable information obtained from you and from other sources for billing purposes, to provide and change service, to anticipate and resolve problems with your service, or to identify, create and inform you of products and services that better meet your needs or might be of interest to you. Except as otherwise provided, EMBARQ will not use or disclose any of your personally identifiable information unless compelled by a court order or subpoena, you consent to the use or disclosure, or to protect its broadband services and facilities. When EMBARQ uses agents, contractors or other companies to perform services on its behalf, EMBARQ will require that they protect your personally identifiable information consistent with this Agreement.

3.4 Static IP Service. If you purchased Static IP service, you acknowledge that the service is provided via an EMBARQ-owned static IP address. Static IP service does not support virtual private networking (VPN), web hosting, or the offering of any services over the Internet from your computer. You surrender the static IP address assigned to you by EMBARQ upon termination of the Service. You may be assigned a new static IP address in the event you transfer your Service, change your speed, or due to network enhancements implemented by EMBARQ.

3.5 Modems.

(A) With approved credit, EMBARQ will provide a modem to you, but you must pay all shipping and handling charges. If you do not have approved credit, you will be charged for the modem, plus the shipping and handling charge. Under either circumstance, you will own the modem. In all instances, you will be charged shipping and handling charges associated with all replacement modems. EMBARQ has no obligation to maintain or provide service or support on the modem.

(B) If EMBARQ leases you a modem as part of your Services, that modem will remain the property of EMBARQ during the Term. If you terminate the Services for any reason, you will be billed an amount for the modem. You may pay that amount and keep the modem, or you may return the modem in the manner specified by EMBARQ within 4 months after terminating your Services and EMBARQ will credit your account for the retail price of the modem. EMBARQ will not accept modems returned more than 4 months after Services are terminated.

3.6 Software License Agreements.

(A) To utilize any licensed software associated with the Services, you must agree to applicable software license agreements governing such software from EMBARQ's software vendors. If you decline, you will not be able to use the Services. All software license agreements are between you and EMBARQ's software vendors. EMBARQ has no obligations or

responsibility for such software. Your sole rights and obligations related to such software, in any way, are governed by the terms of your software license agreements with EMBARQ's vendors.

(B) You are responsible for any software not provided by EMBARQ's software vendors, including installation, operation, and maintenance. If any of your software impairs the Services or any EMBARQ product or service, EMBARQ may suspend or disconnect the Services in its sole discretion, and you will immediately cure the problem upon notice from EMBARQ. You also will continue to pay EMBARQ for Services during any such impairment or Service suspension. EMBARQ and EMBARQ's software vendors have no liability if changes in Services causes any of equipment or software you have provided to become obsolete, require alteration, or perform at lower levels

3.7 Failure to Comply. If you fail to comply with any provision of Section 2 or 3, you release EMBARQ from all liabilities or obligations in connection with the affected Services, and you will indemnify EMBARQ for all costs or damages that EMBARQ incurs as a result of your noncompliance as described in the indemnification section of this Agreement.

4. CHARGES AND PAYMENT

4.1 Charges. EMBARQ will bill you for Services on a monthly basis based on current EMBARQ prices and charges posted to <http://www.embarq.com>, and listed in any written information sent to you by EMBARQ. In the event of conflict among these prices and charges, the most-current prices and charges govern. You agree to pay these charges and also, if applicable, any activation fees, Equipment charges, connection charges, usage charges, monthly fees, monthly minimums, other fees, surcharges, taxes and federal, state and local government or quasi-government imposed or permitted charges. 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 Services or Equipment and included on your invoice or bill, unless you are exempt from these payments and can provide documentary evidence of such exemption to EMBARQ. Upon the expiration or termination of Services for any reason prior to the end of a billing cycle, EMBARQ will charge you the full monthly recurring charges for Services during the billing cycle (along with all applicable nonrecurring charges, taxes, surcharges, and fees) and will not pro-rate these charges. These charges will be in addition to any early termination fees, if applicable.

4.2 Billing. Monthly recurring charges ("MRCs") for your Service begin accruing when the Service is available for your use. You may be invoiced a prorated portion of any MRCs in the initial month of service. MRCs may be billed in arrears or in advance, depending on the Service, while monthly usage charges are generally billed in arrears. If your monthly charges net to \$0, you may not be mailed a paper invoice. Invoice information will remain available in your account information located at <http://www.embarq.com> or by calling us at the EMBARQ™ customer service number listed on your invoice, and an additional fee may be charged for invoice reprints.

4.3 Payment. You must pay all charges applicable to your Services, including all applicable taxes, fees, activation fees, and surcharges, in U.S. currency within 30 days of the invoice date. EMBARQ may charge you late payment fees or interest on those charges equal to the maximum rate allowed by law for all late payments. The interest 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. EMBARQ 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. EMBARQ's 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 this Agreement.

4.4 Disputed Charges. Except as otherwise provided by applicable law, disputes concerning any charges invoiced must be raised within 60 days of the date of the invoice. You accept all charges not disputed within 60 days. EMBARQ and its customers waive all rights of subrogation against each other in connection with Services. To dispute a charge on your invoice, you must follow the dispute procedures in this Agreement.

4.5 Credit Check; Deposits; Credit Limits. Our provision of Services to you is subject to our approval of your credit. You give EMBARQ permission to check and verify your credit as needed in EMBARQ's sole discretion. If we determine you are a credit risk at any time during your Service period with EMBARQ, we may require that you submit a deposit or make an advance payment to us in a reasonable amount that we determine. If you fail to pay for Services 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 Service. 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. TERMINATION OF SERVICE

5.1 Termination of Service By You. You may cancel Services at any time by placing a disconnection notice with us by calling the toll free number on your bill. An early termination fee will apply if you terminate Services before the end of the Term. If you have not agreed to a Term, your continued subscription to, use of, or payment for Services will continue this Agreement for those Services. It is your responsibility to contact us to cancel any Service. If you cancel Services prior to the completed installation of Services, but after transmission of your order, you agree to pay all reasonable costs incurred by us in implementation of the Service, as if the implementation of the order had been completed, in addition to any applicable early termination fees.

5.2. Termination or Suspension of Service By EMBARQ. To the extent permitted by applicable law or regulation, EMBARQ may terminate or suspend your Service with or without notice, depending on the circumstances, for any reason including for nonpayment of any amount owed to EMBARQ, including late payment fees or disputed amounts that EMBARQ determines were validly invoiced, and your violation of any limitation listed in this Agreement. If you move from your residential location, EMBARQ may terminate this Agreement and disconnect the Services. In such a situation, EMBARQ may, in its sole discretion, not charge you the applicable termination fee.

5.3. Termination and Payment. It may take up to 30 days to disconnect your Services. Regardless of the reason for disconnection, you must pay all charges incurred until EMBARQ's disconnection of your Services. You will be charged the full MRC for your Services for the month in which your Services terminate. Promotional credits or discounts may not be provided on your final invoice. If you reinstate Services following cancellation or termination, we may require you to pay a deposit or an activation fee.

5.4 Force Majeure. EMBARQ will not be responsible for any delay, interruption, or other failure to perform under the Agreement 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.

6. DISCLAIMER OF WARRANTIES. EMBARQ PROVIDES ALL SERVICES AND EQUIPMENT "AS IS" AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES

RELATED TO THE SERVICES AND EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EMBARQ DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE OR EQUIPMENT AND YOU AGREE TO HOLD EMBARQ HARMLESS FOR ALL SUCH PROBLEMS.

7. LIMITATION OF LIABILITY

7.1 Direct Damages. EMBARQ is not liable for any damages arising out of or in connection with any: (A) act or omission by you, or another person or company; (B) provision or failure to provide Services, including deficiencies or problems with any Equipment used in connection with the Services, the network or Services (for example, transmission failures, interruptions in Service, etc.); (C) content or information accessed while using our Services or Equipment; or (D) interruption or failure in accessing or attempting to access Services or information through your use of the Services, including any failures caused by Equipment. IF, FOR ANY REASON, EMBARQ IS FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICES OR EQUIPMENT OBTAINED THROUGH EMBARQ AND IF THIS LIMITATION IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE PRO-RATED MONTHLY RECURRING CHARGES FOR THE AFFECTED SERVICES DURING THE AFFECTED PERIOD.

7.2 NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES IS EMBARQ LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF OPPORTUNITY, OR COST OF REPLACEMENT SERVICES.

7.3 Indemnification. You will indemnify and defend EMBARQ, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all claims, damages, losses, or liabilities, including reasonable attorneys' fees, arising from or relating to any Service or Equipment, or any act or omission by you related to any Service or any person you authorize or permit to use any Service or Equipment, including incorrect or misleading information, libel, slander, invasion of privacy, identity theft, intellectual property infringement, and any defective Service or Equipment.

7.4 Infringements. You understand that you may be held liable under both civil and criminal law for infringements of the intellectual property rights of others, including liability for damages, fees, attorney's fees, and criminal liability including fines and imprisonment.

7.5 Survival. All provisions of this limitation of liability section will survive and continue to apply after this Agreement is canceled or terminates.

8. DISPUTE RESOLUTION

8.1 Dispute Process. If you have a dispute with EMBARQ relating to any matter, you agree to first notify EMBARQ™ Customer Service at the number listed on your invoice or to write EMBARQ at 5454 W. 110th Street, Overland Park, KS 66211, Attn: Vice President, Commercial Law, in an attempt to resolve your dispute. You must describe your dispute with specificity and provide EMBARQ with any supporting documentation. If EMBARQ has 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 is unable to resolve its dispute within 60 days of notifying the other party, either party may take the dispute to small claims court, if appropriate under applicable

state or local rules or laws. Alternatively, either party may pursue the dispute only as set forth below.

8.2 MANDATORY ARBITRATION OF DISPUTES. INSTEAD OF SUING IN COURT, YOU AND EMBARQ 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 THIS AGREEMENT, AS WELL AS CLAIMS ARISING OUT OF OR RELATING TO EMBARQ’S SERVICES, BILLING OR ADVERTISING, OR ARISING OUT OF OR RELATING TO EQUIPMENT YOU OR EMBARQ MAY USE IN CONNECTION WITH EMBARQ’S SERVICES. THE REQUIREMENT TO ARBITRATE APPLIES EVEN IF A CLAIM ARISES AFTER YOUR SERVICES HAVE TERMINATED; APPLIES TO ALL CLAIMS YOU MAY BRING AGAINST EMBARQ’S EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES; AND APPLIES TO ALL CLAIMS THAT EMBARQ MAY BRING AGAINST YOU. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, APPLIES TO THIS AGREEMENT AND ITS PROVISIONS AND, GOVERNS ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR EMBARQ FROM BRINGING APPROPRIATE CLAIMS IN A SMALL CLAIMS COURT HAVING VALID JURISDICTION, OR BEFORE THE FEDERAL COMMUNICATIONS COMMISSION OR A STATE PUBLIC UTILITIES COMMISSION. YOU AND EMBARQ FURTHER AGREE THAT NEITHER EMBARQ 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 EMBARQ 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.

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.

IF FOR ANY REASON, THE ABOVE PROVISIONS ON ARBITRATION ARE HELD UNENFORCEABLE OR ARE FOUND NOT TO APPLY TO A CLAIM, YOU AND EMBARQ AGREE TO WAIVE 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.

Except as expressly provided above, if any portion of this Mandatory Arbitration of Disputes section is determined to be invalid or unenforceable, the remainder of the section remains in full force and effect.

9. MISCELLANEOUS

9.1 Notices. As required under this Agreement, you must provide notice to EMBARQ as described in the applicable sections of this Agreement. When we receive notice from you via telephone, such notice will be effective on the date we received your call, as shown by our records. EMBARQ may provide you notice as required under this Agreement in at least one of the following ways, postcard or letter mailed to the most recent address on your account, bill messages, bill inserts, email notification to an address provided by you, recorded announcement, posting to <http://www.embarq.com>, call to your billed telephone number and speaking to you or leaving a message, or any other reasonable method of notice.

9.2 Privacy. You agree to the terms of our Privacy Policy, posted to <http://www.embarq.com>, when you use Services. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). To ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services.

9.3 Installation. If required, you will provide reasonable cooperation to enable EMBARQ or its agents to install or repair the Services. Customer is responsible for damage to EMBARQ-owned equipment and Services located on Customer premises, excluding reasonable wear and tear or damage caused by EMBARQ.

9.4 No Waiver of Rights. If either you or EMBARQ fails to enforce or waives any requirement under this Agreement that does not waive that party's right to later enforce that requirement in the future.

9.5 Limitation on Third Party Beneficiaries. The Agreement's benefits do not extend to any third party.

9.6 Severability. If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.

9.7 Assignment. You may not assign this Agreement to any other person or entity without EMBARQ's prior written approval, but nothing restricts EMBARQ's ability to assign this Agreement.

9.8 Governing Law. This Agreement will be governed by the laws of the state of Kansas, without regard to its choice of law principles, except for the provisions in the dispute resolution section of this Agreement, which are governed by the laws described in that section.

9.9 Survivability. The terms and conditions of this Agreement that by their sense and context are intended to survive the expiration of this Agreement will survive.

9.10 Conflicts. If a conflict exists between or among provisions within this Agreement, specific terms will control over general provisions.

9.11 Entire Agreement. This Agreement, including all referenced documents and items incorporated here as posted to <http://www.embarq.com>, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. No written or oral statement, advertisement, or Service description not expressly contained or referenced and incorporated into this Agreement will be allowed to contradict, vary, explain, or supplement this Agreement.