

## BRIGHTSPEED® CYBER SHIELD SUBSCRIBER AGREEMENT

This Brightspeed® Cyber Shield Service Subscriber Agreement together with the materials referenced herein (“Agreement”) governs the use of Brightspeed Cyber Shield Service (defined below) by an end user (“you” or “Customer”). This Agreement combines obligations of multiple Brightspeed entities, but does not create joint liability among the Brightspeed entities. Please review the Agreement carefully; it governs your use and the provision of the Cyber Shield Service to you.

The Cyber Shield Service is available to residential customers only. Your enrollment in, activation of, use of, or payment for the Cyber Shield Service constitutes your acceptance of this Agreement, and you represent that you are of legal age to enter into this Agreement and are bound by it. You should read this Agreement in its entirety, but even if you choose not to read it, its disclosures, terms and conditions will be legally binding upon you. If you do not accept this Agreement, do not use the Cyber Shield Service, and notify Brightspeed immediately to cancel by calling the Brightspeed phone number on your bill or contacting Brightspeed at [Residential Customer Service](#).

BELOW ARE IMPORTANT PROVISIONS IN THIS AGREEMENT THAT AFFECT YOUR RIGHTS UNDER CERTAIN CIRCUMSTANCES:

- SECTIONS 8 AND 9 CONTAIN LIMITATIONS ON BRIGHTSPEED’S LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM BRIGHTSPEED FOR ISSUES YOU MAY ENCOUNTER WITH SALES, RATES, CHARGES, BILLING, AND PAYMENT FOR CYBER SHIELD SERVICE.
- FOR SALES, PAYMENT, AND RELATED CLAIMS (AS DEFINED BELOW) ONLY, SECTION 11 CONTAINS MANDATORY DISPUTE RESOLUTION PROCEDURES. THESE PROCEDURES LIMIT THE AMOUNT OF TIME YOU HAVE TO RAISE THESE CLAIMS WITH BRIGHTSPEED OR FILE ANY LAWSUIT AGAINST BRIGHTSPEED AND CONTAIN PRE-LAWSUIT DISPUTE RESOLUTION REQUIREMENTS THAT MUST BE MET BEFORE FILING ANY LEGAL ACTION. THESE PROCEDURES ALSO REQUIRE THAT ANY LAWSUIT OR CLAIM BE PURSUED ONLY ON AN INDIVIDUAL BASIS, NOT AS A CLASS OR COLLECTIVE ACTION, AND BE RESOLVED BY A JUDGE, NOT BY A JURY. FOR CLAIMS RELATED TO INTERSECTIONS’ PROVISION, DELIVERY, OPERATION, AND/OR FUNCTIONALITY OF CYBER SHIELD SERVICE, SECTION 3 CONTAINS THE APPLICABLE MANDATORY DISPUTE RESOLUTION PROCEDURES BETWEEN YOU AND INTERSECTIONS.

BRIGHTSPEED STRONGLY ENCOURAGES YOU TO READ YOUR BILL EACH MONTH.

- Cyber Shield Service is provided to you at the amounts shown on your Brightspeed bill. If you have any question about your bill or any charge on your bill, please contact Brightspeed using the phone number on your bill or by contacting Brightspeed at [Residential Customer Service](#). Brightspeed will work with you to make sure you understand every aspect of your bill and try to resolve any issue or dispute you might have.
- Brightspeed may include important messages related to the Cyber Shield Service or changes to the agreements between you and Brightspeed in the body of the invoice or as an attachment, link, or insert with your invoice. It is your responsibility to read and understand these messages.

### 1. Definitions.

“Brightspeed” (also “we” or “us”) is a tradename referring to the affiliates of Lumen Technologies, Inc. (formerly Brightspeed, Inc.) that perform the obligations described in this Agreement.

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“*Force Majeure Event*” means an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; epidemics, pandemics, or outbreaks of communicable diseases; quarantines; national or regional emergencies; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from C Brightspeed's failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.

“*Late Charge*” is a fee of up to the maximum amount allowed by law that is assessed each month in which any portion of the payment is not received by or immediately available to Brightspeed by the due date.

“*MRCs*” means monthly recurring charges.

“*NRCs*” means non-recurring, one-time charges.

“*Payment Services*” means Brightspeed electronic and online methods you use to view and pay such invoices to Brightspeed, including, but not limited to, the following: MyBrightspeed, AutoPay, eBilling, Quick Bill Pay, and payments you make through interactive voice response systems or through websites associated with or linked from <http://www.brightspeed.com/>

“*Regulatory Activity*” means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

“*Taxes*” means foreign, federal, state and local taxes, other similar charges, and any other imposition that governmental entities or agencies may levy or assess, Brightspeed collects from Customers, and Brightspeed remits what is collected to such governmental entities or agencies.

### 2. Cyber Shield Service

- (a) You are eligible to purchase web-based services that provide features designed to assist with the protection and security of your identity, privacy, and VPN for a defined number of devices, as more fully described in service-specific terms and conditions presented to you prior to your use and at <https://www.brightspeed.com/help/internet/cybershield.html> (collectively, “Cyber Shield Service”) only for your own behalf. You will be responsible for all use of your membership number and must notify Brightspeed immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number.
- (b) You understand that Cyber Shield Service is provided to you by Intersections, a company separate from and unaffiliated with Brightspeed, who is permitting Brightspeed to make Cyber Shield Service directly available to you as a result of a separate agreement between Intersections and Brightspeed. Neither Brightspeed nor any Lumen Technologies, Inc. affiliate provides the Cyber Shield Service. You understand that by accepting and enrolling in Cyber Shield Service, you are providing “written instructions” in accordance with the federal Fair Credit Reporting Act, as amended (“FCRA”), for Brightspeed and Intersections, which may include CSIdentity (“CSID”), to obtain information from your personal credit profile from Experian, Equifax, and Transunion, the three major credit reporting agencies. You authorize Brightspeed and Intersections to use your Social Security number to access your personal credit profile, to verify your identity, and to provide credit monitoring, reporting and scoring products.

### 3. Cyber Shield Service Dispute Resolution Only

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(a) **Definitions and Limitations.** You agree that the provisions in Section 3(b) below are the exclusive and sole dispute resolution method with respect to Intersections' provision, delivery, operation, and/or functionality of Cyber Shield Service to you. Disputes related to the sale of Cyber Shield Service, or rates, charges, billing, and payment for Cyber Shield Service under the **Rates and Charges; Payment** section below (collectively, "Sales, Payment, and Related Claims") will be handled as described in **the Sales, Payment, and Related Claims Dispute Resolution** section below.

(b) **Arbitration.** PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

### SUMMARY:

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CONTACTING [Residential Customer Service](#). IN THE UNLIKELY EVENT THAT CUSTOMER SERVICE IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE WITH INTERSECTIONS SOLELY WITH RESPECT TO THE PROVISION, DELIVERY, OPERATION, AND/OR FUNCTIONALITY OF CYBER SHIELD SERVICE TO YOUR SATISFACTION (OR IF INTERSECTIONS HAVE NOT BEEN ABLE TO RESOLVE A DISPUTE WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), YOU, ON THE ONE HAND, AND INTERSECTIONS, ON THE OTHER, EACH AGREE TO RESOLVE THOSE SPECIFIC DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. INTERSECTIONS WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, YOU, ON THE ONE HAND, AND INTERSECTIONS, ON THE OTHER, WOULD BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM EACH OTHER PARTY TO THE SAME EXTENT AS YOU AND THEY WOULD BE IN COURT. BRIGHTSPEED AND ITS AFFILIATES ARE NOT PARTIES TO THIS ARBITRATION AGREEMENT. IF YOU IMPROPERLY NAME BRIGHTSPEED OR ITS AFFILIATES IN AN ARBITRATION CLAIM SUBJECT TO THIS SECTION 3, YOU AGREE BRIGHTSPEED IS ENTITLED TO RECOVER FROM YOU ITS ATTORNEYS' FEES AND COSTS INCURRED IN SEEKING DISMISSAL OF AND OTHERWISE DEFENDING AGAINST THE IMPROPER ARBITRATION. ONLY A COURT, AND NOT ANY ARBITRATOR, SHALL DECIDE THE SCOPE AND ENFORCEABILITY OF THIS ARBITRATION PROVISION AS IT RELATES TO CLAIMS AGAINST BRIGHTSPEED OR ANY OF ITS AFFILIATES.

### **Arbitration Agreement:**

**ARBITRATION** – You, on the one hand, and Intersections, on the other, agree that a specific claim or dispute solely with respect to the provision, delivery, operation, and/or functionality of Cyber Shield Service (a "Cyber Shield Claim") shall, at the election of any one of us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its rules for consumer arbitrations. Sales, Payment, and Related Claims, defined above as disputes related to the sale of Cyber Shield Service, or rates, charges, billing, and payment for Cyber Shield Service, are not subject to this arbitration agreement and will be handled as described in the **Sales, Payment, and Related Claims Dispute Resolution** section of this Agreement. It is the parties' intent that this arbitration provision be construed narrowly, such that this arbitration agreement includes only Cyber Shield Claims by you against Intersections or its affiliates. Any Cyber Shield Claims you may have which relate to your credit report, or any claims arising out of or relating to the Fair Credit Reporting Act ("FCRA") and/or the FCRA's state law equivalent(s), are not subject to or governed by this agreement to arbitrate. You agree that, by entering into this Agreement, you and Intersections are each waiving the right to a trial by jury or to participate in a class action with respect to Cyber Shield

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Claims. At your request, Intersections will promptly reimburse you for your payment of your arbitration filing fee. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Intersections will pay it directly after receiving a written request). The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Cyber Shield Claim. YOU, ON ONE HAND, AND INTERSECTIONS, ON THE OTHER, AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless you, on one hand, and Intersections, on the other, agree otherwise, the arbitrator may not consolidate more than one person's Cyber Shield Claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision in the preceding sentence is found to be unenforceable, then the entirety of this arbitration provision in this Section 3 shall be null and void. Notwithstanding any of the foregoing provisions, any party may bring an individual action in small claims court. The parties to this Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section 3 shall survive any termination, cancellation or expiration of this Agreement.

**LIABILITY** – NEITHER BRIGHTSPEED, INTERSECTIONS, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NONE OF BRIGHTSPEED, INTERSECTIONS, CSID, OR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED IN OR PROVIDED IN CONJUNCTION WITH THE CYBER SHIELD SERVICE. NEITHER BRIGHTSPEED, INTERSECTIONS, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OF THE CYBER SHIELD SERVICE OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE CYBER SHIELD SERVICE. NONE OF BRIGHTSPEED, INTERSECTIONS OR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE CYBER SHIELD SERVICE. THE AGGREGATE LIABILITY OF ALL SUCH PARTIES TO YOU IN ANY EVENT IS LIMITED TO THE AMOUNT WHICH YOU HAVE PAID BRIGHTSPEED FOR YOUR MEMBERSHIP. THE CYBER SHIELD SERVICE IS NOT A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT.

#### 4. Score Disclosures

##### VantageScore 3.0 Credit Score

VantageScore 3.0, with scores ranging from 300 to 850, is a user-friendly credit score model developed by the three major nationwide credit reporting agencies, Experian®, TransUnion®, and Equifax®. VantageScore 3.0 is used by some but not all lenders. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk.

There are three different major credit reporting agencies, Experian, TransUnion, and Equifax that maintain a record of your credit history known as your credit file. Credit scores are based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. So your credit scores can vary if the information they have on file for you is different. Since the information in your file can change over time, your credit scores also may be different from day-

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to-day. Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file.

There are different credit scoring models which may be used by lenders and insurers. Your lender may not use VantageScore 3.0, so don't be surprised if your lender gives you a score that's different from your VantageScore. (And your VantageScore 3.0 may differ from your score under other types of VantageScores). Just remember that your associated risk level is often the same even if the number is not. For some consumers, however, the risk assessment of VantageScore 3.0 could vary, sometimes substantially, from a lender's score. If the lender's score is lower than your VantageScore 3.0, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

### 5. Rates and Charges; Payment

(a) **Rates and Charges.** All Cyber Shield Service is provided to you at the Brightspeed's then-current standard or qualifying promotional MRCs and NRCs quoted to you during the ordering process and at the time you ordered Cyber Shield Service. You are responsible for any charges associated with the Cyber Shield Service, including without limitation MRCs, any applicable usage charges and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Cyber Shield Service, Taxes, fees, surcharges and other charges. Also, certain additional features and applications may be provided as part of the Cyber Shield Service and additional charges may apply. We may impose fees or surcharges to recover amounts assessed to us by third parties or related to Brightspeed's provision of Cyber Shield Service to you. These fees or surcharges are not Taxes and are not required by law, but are set by Brightspeed and may change. Other than promotional MRCs, plans with MRCs that don't change, and MRCs offered with a term commitment, your MRCs for Cyber Shield Service, fees, or surcharges are not guaranteed and may increase during the period in which you subscribe to Cyber Shield Service. In the event Brightspeed offers the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment.

You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Cyber Shield Service, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Cyber Shield Service or disconnect and reconnect Cyber Shield Service at a different location may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Cyber Shield Service per account during any twelve-month period.

### (b) **Payment.**

(i) **Billing.** Charges are billed monthly with MRCs and NRCs billed in advance and usage charges billed in arrears. Your first invoice covers both the partial month of Cyber Shield Service from the date your Cyber Shield Service is activated up to the first day of your first full month of Cyber Shield Service, and your first full month of Cyber Shield Service. Depending on your location, discounts and promotions may not apply during the partial month of Cyber Shield Service. However, you still will receive all applicable Cyber Shield Service discounts and promotions for the entire promotional period. You will pay all billed charges by the due date set forth in your billing statement, as well as any Late Charge. All payments must be made in U.S. currency.

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(ii) **Payment Services; Effect on Paper Invoices.** You may view and pay your invoices from Brightspeed through Payment Services. Certain Brightspeed offers or promotions may require you to enroll in specified Payment Services as a condition to receiving such offer or promotion. Certain Payment Services send an email notification to you each month when your new invoice is available for review. However, if you are unable to view your invoice electronically or online for any reason, you are still required to make your payment on time. In such situations, you are responsible for obtaining an invoice copy and/or account balance by contacting Brightspeed at [Residential Customer Service](#). To the extent permitted by applicable law, Brightspeed reserves the right to cease providing you a paper invoice via U.S. postal service once you elect to use or enroll in a Payment Service on a recurring basis. In such instances, you will no longer receive a paper invoice from Brightspeed. Brightspeed also reserves the right to assess additional charges to you if you are enrolled in a Payment Service but request Brightspeed to provide you with a paper invoice on either a one-time or continuing basis.

(A) **Applicable Policies; Website, Acceptable Use and Privacy.** You agree to comply with applicable Brightspeed policies, including the Brightspeed Website User Agreement, Brightspeed Acceptable Use Policy, and Brightspeed Privacy Policy, all as posted to <https://www.brightspeed.com/aboutus/legal> (or successor URL) and incorporated by this reference, when you use Payment Services. If you do not agree with the terms of any of these policies, do not use Payment Services. Payment Services utilize, in whole or in part, the public Internet and third party networks to transmit invoice information and your account and payment information. You acknowledge and understand that Brightspeed cannot guarantee that Payment Services are completely secure. Brightspeed is not liable for any lack of privacy which may be experienced with regard to the Payment Services. Brightspeed may, but is not obligated to, monitor the Payment Services for various purposes, and Brightspeed and its third-party vendors may access and use information regarding performance of Payment Services to perform maintenance, support, and other service-quality activities.

(B) **Unlawful, Abusive, or Fraudulent Purposes.** Payment Services will not be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using Payment Services in a way that: (1) interferes with Brightspeed's ability to provide Cyber Shield Services or Payment Services to Brightspeed customers, (2) avoids your obligation to pay for Cyber Shield Services, (3) constitutes a criminal offense, (4) gives rise to a civil liability, or (5) otherwise violates any laws.

(iii) **Account Information; Account Security; Authorized Users.**

(A) You will provide all information necessary for Brightspeed to provide and bill for the Cyber Shield Service. You affirm that the information you supply to Brightspeed is correct and complete and will promptly notify Brightspeed whenever your personal or billing information changes. To use or enroll in a Payment Service, you must provide Brightspeed with your email address for the receipt of notices. You agree to keep your email address updated and understand it is your responsibility to provide any changes or updates to your email address to Brightspeed. Some Payment Services require you to pay by credit card. If you elect to pay by credit card, you are responsible for directly updating, or notifying Brightspeed, of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Cyber Shield Service provisioning or delivery delays or the suspension or termination of your Cyber Shield Service.

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- (B) You are solely and fully responsible and liable for all activities that occur under your Brightspeed account, password, user ID, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. You agree to immediately notify Brightspeed if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure or use of your Brightspeed account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to Brightspeed by contacting our customer service. You also agree to periodically change your passwords.
- (C) You authorize Brightspeed to provide information about and to make changes to your Brightspeed account, including changes within Payment Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access Payment Services on your behalf, such as through the Internet. Brightspeed will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

### (iv) Payment Information.

- (A) *Payment Services.* For your convenience, you may elect to have Brightspeed retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card/charge card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with Brightspeed that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask Brightspeed to retain for you. You agree Brightspeed will not be responsible for any transactions rejected due to erroneous or outdated payment information. You also agree that Brightspeed will not be liable for any use, misuse, lost, stolen or incorrect account or payment information. Additional fees may be assessed to you when using Payment Services, and you agree to pay all such fees.
- (B) *Another Company or Financial Institution.* If you arrange for payment using Payment Services through another company or financial institution, you will be subject to that company's terms and conditions and you agree that are you responsible for any charges you may incur from the financial institution in order to make such online payments and that Brightspeed will not be responsible or liable for any loss or damage caused or created by that company. In the event that any amount on a third party site does not match the same amount presented at the Brightspeed Website or on your printed Brightspeed invoice, Brightspeed's listed amount is deemed to be the accurate amount. In the event the amount listed at the Brightspeed Website and on your printed Brightspeed invoice do not agree, the printed Brightspeed invoice should be considered the correct invoice and should be used to determine the amount to be paid.
- (C) *Credit Card.* Regarding payments made by credit card, Brightspeed reserves the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide Brightspeed your credit card information, you authorize Brightspeed to automatically charge your provided credit card for all charges on your account, and Brightspeed will automatically charge your credit card for all such charges on the applicable billing due date shown on your billing statement, to the extent possible. No chargebacks are available or permitted.

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(D) *Partial Payment.* Partial payments are acceptable, however Brightspeed's acceptance of such payments are not to be construed as an acceptable payment arrangement that automatically extends your Cyber Shield Service beyond the normal disconnect date. Brightspeed's acceptance of late or partial payments (even those marked, "PAID IN FULL") and Late Charges will not constitute a waiver of any of Brightspeed's rights to collect the full amount due. If you are unable to pay an invoice in full prior to the due date, please contact Brightspeed at [Residential Customer Service](#) before the due date.

(E) *Invoice Charges; Collections; Other Restrictions.* 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. Additionally, you may be subject to Cyber Shield Service suspension or account termination at Brightspeed's discretion. You will be informed of such action if required by law. If Brightspeed uses a collection agency or initiate any legal action to recover amounts due, you agree to reimburse Brightspeed for all expenses Brightspeed incurs to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys' fees. You will not pay for the Cyber Shield Services (as defined above), or any related services you may purchase, with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Brightspeed to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an Amendment to this Agreement. Brightspeed reserves the right to terminate access to Payment Services for any account at any time.

(v) **Disputes.** If you have any questions about your invoice or dispute a charge on your invoice, please contact Brightspeed customer service before the due date. The billed rate will continue unless you call us promptly and inform us that the billed monthly rate is not the one quoted to you. Except as otherwise provided by applicable law, you must notify Brightspeed of any disputes concerning any charges within 30 days after the date of your invoice. You accept all charges not disputed within 30 days. You will be charged a Late Charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will pay all Brightspeed expenses incurred to recover such withheld amounts, including attorneys' fees. To dispute a charge on your invoice, you must follow the dispute procedures described in the [Sales, Payment, and Related Claims Dispute Resolution](#) section of the Agreement.

(vi) **Deposit.** Brightspeed may reasonably modify the payment terms or require other assurance of payment, including a deposit, based on Customer's payment history, lack of established credit, or a material and adverse change in Customer's financial condition. Refunded deposit amounts will be credited to your account and any credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Cyber Shield Service from the date Brightspeed received the deposit until the date Brightspeed refunded the deposit. If you receive Cyber Shield Service in a state that does not require Brightspeed to pay interest on deposits, Brightspeed will not pay any interest on such deposits. If you pay a deposit in connection with your Cyber Shield Services and the state in which the Cyber Shield Services are provided does not require Brightspeed to pay interest on that deposit, Brightspeed will not pay you any such interest.

6. **Changes to Cyber Shield Service or this Agreement.** To the extent allowed and effective under applicable law, Brightspeed may:



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- (a) Effective upon posting to <https://www.brightspeed.com/aboutus/legal/consumer/terms-and-conditions>, or of any written notice to you, including e-mail and messages on or with your invoice: (i) stop offering the Cyber Shield Service, (ii) change the Cyber Shield Service and/or this Agreement in a way that does not directly result in a material and adverse economic impact to you, and/or (iii) reduce MRCs or NRCs. Please check such Web site and your e-mail regularly for changes.
- (b) Effective upon 30 days written notice to you, including email and messages on or with your invoice: (i) increase MRCs and/or NRCs, (ii) change the Cyber Shield Service and/or this Agreement in a way that directly results in a material and adverse economic impact to you, and/or (iii) change the Dispute Resolution and Arbitration; Governing Law provision. Brightspeed may reduce the foregoing notice period if such increase is based upon Regulatory Activity.

Except as specified in the Cyber Shield Dispute Resolution provision above, your continued use of the Cyber Shield Service constitutes acceptance of those changes. You must immediately stop using the Cyber Shield Service and terminate your Cyber Shield Service if you do not agree to the changes. The Term and Termination provision below describes how you can terminate your Cyber Shield Service. Any changes you make or other terms you add to this Agreement, or propose in any other documents, written or electronic, are void.

### 7. Term and Termination.

- (a) **Month-to-Month Term.** Unless otherwise specified herein, Cyber Shield Service is offered on a monthly basis for a term that begins on the date your Cyber Shield Service order is completed, ends on the last day of the billing cycle during which you placed the order for Cyber Shield Service, and automatically renews monthly.
- (b) **Termination.** You may terminate the Cyber Shield Service at any time and for any reason by contacting Brightspeed at [Residential Customer Service](#); **you cannot terminate your Cyber Shield Service online or by e-mail.** Brightspeed may terminate your Cyber Shield Service, your password, your account, and/or your use of the Cyber Shield Service, without notice and for any reason, including, without limitation, if you fail to pay any charges when due or if Brightspeed believes you or someone using your account has violated this Agreement. Brightspeed may, but is not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of Brightspeed and is subject to applicable charges. If Cyber Shield Service is terminated by you or Brightspeed on any day other than the last day of your applicable billing cycle, your payment for that month of Cyber Shield Service will not be prorated or refunded and your Cyber Shield Service will continue to be available through the end of the applicable billing cycle.
- (c) **Deletion of Data upon Termination.** Upon termination of your Cyber Shield Service, Brightspeed may immediately delete all data, files, and other information stored in or for your account without notice.

### 8. Limitation of Liability.

THE LIMITATIONS OF LIABILITY IN THIS SECTION APPLY BETWEEN YOU AND CENTURTYLINK SOLELY RELATED TO THOSE OBLIGATIONS IN THIS AGREEMENT BETWEEN YOU AND BRIGHTSPEED REGARDLESS OF THE CAUSE OR LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE) EXCEPT WHERE YOUR OR BRIGHTSPEED'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE CAUSED YOUR DAMAGES OR LOSSES. THE LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT APPLY AS BETWEEN YOU AND INTERSECTIONS OR TO THOSE OBLIGATIONS IN THIS AGREEMENT BETWEEN OR

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INVOLVING YOU AND INTERSECTIONS. THE LIMITATIONS OF LIABILITY BETWEEN YOU AND INTERSECTIONS ARE DESCRIBED IN SECTIONS 2 AND 3 OF THIS AGREEMENT. FOR CLARITY, INTERSECTIONS IS NOT AN AFFILIATE, AGENT, OR CONTRACTOR OF BRIGHTSPEED. TO BRIGHTSPEED'S OBLIGATIONS UNDER THIS AGREEMENT, TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, THE LIMITATION(S) NOT PERMITTED SHALL BE REDUCED OR MODIFIED TO THE MAXIMUM LIMITATION ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION ALSO ARE SUBJECT TO SECTION 11(b)(ii).

- (a) YOU ASSUME TOTAL RESPONSIBILITY FOR THE CYBER SHIELD SERVICE AND ACCESS THE SAME AT YOUR OWN RISK. BRIGHTSPEED EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE CYBER SHIELD SERVICE.
- (b) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF INTERSECTIONS OR OTHER PROVIDERS. BRIGHTSPEED WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE RESULTING FROM AN ACT OR OMISSION OF INTERSECTIONS OR ANY THIRD PARTY, AND YOU SHOULD SEEK RELIEF FROM INTERSECTIONS OR ANY SUCH THIRD-PARTY.

### (c) Payment Services.

- (i) PAYMENT SERVICES UTILIZE, IN WHOLE OR IN PART, OTHER PROVIDERS AND THE PUBLIC INTERNET AND NETWORKS TO TRANSMIT INVOICE INFORMATION AND YOUR ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE AND UNDERSTAND THAT BRIGHTSPEED CANNOT GUARANTEE THAT PAYMENT SERVICES ARE COMPLETELY SECURE. THERE IS A RISK THAT THIRD PARTIES MAY ATTEMPT TO ACCESS PAYMENT SERVICES ON YOUR BEHALF OR ATTEMPT TO OBTAIN INFORMATION AND DATA RELATED TO PAYMENT SERVICES, INCLUDING ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE THIS RISK AS INHERENT TO THE NATURE OF THE PAYMENT SERVICES AND YOU AGREE TO TAKE ADEQUATE SECURITY PRECAUTIONS TO SAFEGUARD YOUR INFORMATION AND DATA.
- (ii) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF YOU, OTHER PROVIDERS, OR THIRD PARTIES IN CONNECTION WITH PAYMENT SERVICES. EXAMPLES OF THE FOREGOING LIMITATION INCLUDE THAT BRIGHTSPEED HAS NO LIABILITY IF: (A) YOU PROVIDE INCORRECT OR ERRONEOUS ACCOUNT OR PAYMENT INFORMATION; (B) YOU FAIL TO UPDATE YOUR ACCOUNT OR PAYMENT INFORMATION; (C) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWS THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (D) BRIGHTSPEED IS PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (E) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (F) ANY PART OF THE ELECTRONIC FUNDS TRANSFER SYSTEM OR CREDIT CARD/DEBIT CARD PROCESSING SYSTEM IS NOT WORKING PROPERLY AT ANY TIME, INCLUDING WHEN YOU ARE ATTEMPTING TO USE PAYMENT SERVICES TO PAY YOUR INVOICE; OR (G) THERE ARE ANY DELAYS OR FAILURES IN THE PERFORMANCE OF PAYMENT SERVICES OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND BRIGHTSPEED'S REASONABLE CONTROL.
- (iii) ACCOUNTS CREDITED WITH A PAYMENT THAT IS SUBSEQUENTLY RETURNED FOR ANY REASON BY YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER, INCLUDING BUT NOT LIMITED TO INSUFFICIENT FUNDS, ACCOUNT CLOSED OR INVALID ACCOUNT NUMBER, ARE DEBITED FOR THE AMOUNT OF THE ORIGINAL PAYMENT AND ALL APPLICABLE RETURNED CHECK CHARGES OR OTHER, SIMILAR CHARGES. YOUR BRIGHTSPEED ACCOUNT MAY ALSO BE TEMPORARILY SUSPENDED IMMEDIATELY UPON BRIGHTSPEED'S RECEIPT OF THE DENIAL OF PAYMENT OR RETURNED CHECK AND REMAIN SUSPENDED

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UNTIL PAYMENT IS RECEIVED VIA A CASH TRANSACTION, E.G., CASH, CASHIER'S CHECK, OR MONEY ORDER.

- (iv) BRIGHTSPEED DOES NOT GUARANTEE THAT PAYMENT SERVICES WILL BE AVAILABLE AT ALL TIMES OR WITHOUT DELAY; YOU REMAIN RESPONSIBLE FOR PAYING YOUR BILL REGARDLESS OF THE AVAILABILITY OF PAYMENT SERVICES. If you are unable to view or pay your invoice electronically or online for any reason, calling the Brightspeed phone number on your bill or contacting Brightspeed at Residential [Customer Service](#).
- (d) THE LIABILITY OF BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS IS FURTHER LIMITED AS FOLLOWS:
- (i) FOR CLAIMS RELATED TO DAMAGES OR LOSSES TO REAL OR PERSONAL PROPERTY, PERSONAL INJURY, AND WRONGFUL DEATH, BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER;
  - (ii) FOR CLAIMS RELATED TO ANY LOSS OR LACK OF PRIVACY AS TO, USE OR MISUSE OF, THEFT OF, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, INFORMATION, OR DATA, INCLUDING ANY ACCOUNT OR PAYMENT INFORMATION, BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER;
  - (iii) FOR ALL OTHER CLAIMS, INCLUDING CLAIMS RELATING TO OR ARISING OUT OF THE SALE OF THE SERVICE, YOUR USE OF THE SERVICE, AND BRIGHTSPEED'S BILLING FOR THE SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO BRIGHTSPEED IN THE SIX MONTHS PRIOR TO NOTIFYING BRIGHTSPEED OF YOUR DISPUTE. IF YOU GIVE NOTICE OF A DISPUTE AFTER TERMINATING SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO BRIGHTSPEED DURING THE LAST SIX MONTHS BEFORE TERMINATING SERVICE.
  - (iv) REGARDLESS OF WHETHER BRIGHTSPEED HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, DIMINUTION IN VALUE, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT.
- (e) BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER IF SUCH DELAY OR FAILURE IS CAUSED BY A FORCE MAJEURE EVENT OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL

### 9. Disclaimer of Warranties.

THE CYBER SHIELD SERVICE, INVOICE AND PAYMENT-RELATED CONTENT, PAYMENT SERVICES AND ALL RELATED INFORMATION AND SUPPORTING SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE CYBER SHIELD SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE,

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COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE, AND BRIGHTSPEED DISCLAIMS ANY SUCH WARRANTIES. BRIGHTSPEED DOES NOT WARRANT THAT THE CYBER SHIELD SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY BRIGHTSPEED, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. BRIGHTSPEED IS NOT RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. BRIGHTSPEED MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE CYBER SHIELD SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

- 10. Indemnification.** You agree to indemnify, defend, and hold harmless Brightspeed and its affiliates, contractors, vendors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Cyber Shield Service; (b) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Cyber Shield Service; (d) patent infringement arising from your acts combining or using the Cyber Shield Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; (e) negligent acts, errors, or omissions by you; or (f) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Brightspeed.
- 11. Sales, Payment, and Related Claims Dispute Resolution.** PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. FOR SALES, PAYMENT, AND RELATED CLAIMS, IT PROVIDES FOR RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS (AS OPPOSED TO ON A CLASS, REPRESENTATIVE, MASS, COLLECTIVE, CONSOLIDATED, OR COORDINATED BASIS), THROUGH PRE-SUIT DISPUTE RESOLUTION, AND IF APPROPRIATE, BY COURT ACTIONS DECIDED BY A JUDGE (NOT BY A JURY). IT LIMITS YOUR TIME TO NOTIFY BRIGHTSPEED OF A SALES, PAYMENT, AND RELATED CLAIM AND LIMITS YOUR TIME TO FILE ANY CLAIM, DISPUTE, ACTION, OR LAWSUIT RELATED THERETO. THIS SECTION GOVERNS ALL DISPUTES, CLAIMS, ACTIONS, OR LAWSUITS REALTED TO SALES, PAYMENT, AND RELATED CLAIMS BETWEEN YOU AND BRIGHTSPEED, REGARDLESS OF THE LEGAL THEORY.
- (a) Pre-Filing Requirements for Sales, Payment, and Related Claims.** Before filing or commencing any lawsuit, claim, or action in any court related to a Sales, Payment, and Related Claim, you must first present such Sales, Payment, and Related Claim to Brightspeed in writing in a manner reasonably sufficient to allow Brightspeed a fair and adequate opportunity to resolve the dispute without litigation ("Notice of Claim"). Any Notice of Claim should be emailed to [legalaffairs@brightspeed.com](mailto:legalaffairs@brightspeed.com) or mailed to Brightspeed, Attn: Legal P.O. Box 1330 Fayetteville, NC 28301-1330.

THESE PRE-FILING REQUIREMENTS ARE MATERIAL TERMS OF THIS AGREEMENT PROVIDING YOU AND BRIGHTSPEED WITH SUBSTANTIVE, NOT MERELY PROCEDURAL, RIGHTS. YOUR FAILURE TO ABIDE BY THEM MAY BE GROUNDS FOR DISMISSAL OF ANY LAWSUIT.

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(i) Notice of Claim Must Be on an Individual Basis. Your Notice of Claim must be on your own individual behalf and shall not be made on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that any Notice of Claim must be on an individual basis, it is a violation of this Agreement for two or more claimants to include claims in a single Notice of Claim or attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Brightspeed account.

(ii) Fair and Adequate Opportunity to Resolve the Dispute.

(A) Brightspeed commits to work with you in good faith to resolve any disputes you may have. For your individual Notice of Claim to provide Brightspeed a fair and adequate opportunity to resolve the dispute without litigation, your Notice of Claim must include:

- (1) the Brightspeed account number(s) for the account(s) related to the claim or dispute;
- (2) a reasonable description of the facts underlying the claim or dispute, including relevant dates when you experienced issues;
- (3) an estimate of your money damages and how those damages were calculated;
- (4) a description of any relief sought other than money damages; and
- (5) supporting documentation, including copies of your bills supporting any billing dispute.

In addition to the information provided in your Notice of Claim, you also agree to respond within a reasonable time to any request from Brightspeed for additional information to support or clarify your claim or dispute.

(B) If your individual Notice of Claim includes any claim based on any alleged false statement, fraud, deception, or misrepresentation, then your individual Notice of Claim also must identify:

- (1) the content of any alleged false or misleading statement or advertisement;
- (2) the approximate date(s) on which you received, heard, or read that statement or advertisement;
- (3) how you received that statement or advertisement; and
- (4) if the alleged false or misleading statement was made by a particular person, that person's name or affiliation with Brightspeed (e.g., Brightspeed employee, Brightspeed-authorized service technician, or contractor).

(C) Using information you provide pursuant to Sections 11(a)(ii)(A) and (B), Brightspeed will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute. Brightspeed will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections 11(a)(ii)(A) and (B), Brightspeed is not obligated to search its records.

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- (iii) 60-Day Pre-Filing Period. If you and Brightspeed are unable to resolve your claim or dispute within 60 days after Brightspeed receives your Notice of Claim that meets the requirements of Sections 11(a)(i) and 11(a)(ii) ("60-Day Pre-Filing Period"), you may file a court action consistent with these Sales, Payment, and Related Claims Dispute Resolution terms. If your Notice of Claim is deficient, incomplete, or defective because it is not made on an individual basis, as set forth in Section 11(a)(i), or because it does not include the information required by Section 11(a)(ii), then the 60-Day Pre-Filing Period will not begin until the first date on which Brightspeed has received information correcting those deficiencies or defects. Further, if your Notice of Claim otherwise meets the requirements of Sections 11(a)(i) and 11(a)(ii), but you fail to respond to a reasonable request from Brightspeed for missing or additional information about your claim or dispute, then the 60-Day Pre-Filing Period will pause and not begin again until you provide the requested missing or supporting information.
- (iv) Pre-Filing Tolling Period. Any deadline to file a lawsuit will be extended up to a maximum of 60 consecutive days after Brightspeed receives your Notice of Claim ("Pre-Filing Tolling Period"). If you fail to respond to a reasonable request from Brightspeed for missing or additional information, then the Pre-Filing Tolling Period will end 14 consecutive days after the date of Brightspeed's request.

**(b) Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.** By this Agreement, both you and Brightspeed waive any right to pursue any Sales, Payment, and Related Claims on a class, representative, mass, collective, consolidated, or coordinated basis.

- (i) Examples of Class, Representative, Mass, Collective, Consolidated, or Coordinated Bases. Without limiting the generality of the requirement that Sales, Payment, and Related Claims be pursued and resolved in court solely on an individual basis, it is a violation of this agreement for two or more claimants to (1) include claims in a single Notice of Claim; (2) pursue their claims in a single court action; or (3) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Brightspeed account.
- (ii) Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. As consideration for the Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis in this Section 11(b), Brightspeed agrees that:
  - (A) Brightspeed will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Sales, Payment, and Related Claims Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;
  - (B) If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds Brightspeed's highest offer of settlement during the 60-Day Pre-Filing Period, Brightspeed will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;
  - (C) Nothing in this Agreement, including the limitations on liability in Section 8, will prevent or limit the recovery of statutory remedies;

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- (D) The damage cap in Section 8(d)(iii) is increased so that it will not exceed the total charges you paid to Brightspeed in the twelve months prior to notifying Brightspeed of your dispute. If you give notice of a dispute after terminating service, the damage cap in Section 8(d)(iii) is increased so that it will not exceed the charges you paid to Brightspeed during the last twelve months before terminating service; and
- (E) Brightspeed will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that Brightspeed retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

Your right to attorneys' fees, costs, and expenses provided by this Section 11(b)(ii) is not intended to limit your rights to recover these items under applicable law (if any such rights exist). If applicable law entitles you to a greater award of attorneys' fees, costs, and expenses than allowed under Section 11(b)(ii), you may recover that greater amount. However, you may not recover duplicative awards of attorneys' fees, costs, and expenses under both Section 11(b)(ii) and applicable law.

(iii) Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. As consideration for the Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis not severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. If a court deems Section 11(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action, then Section 11(b)(ii) (Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) shall also be unenforceable and severed from this agreement.

- (c) **Waiver of Right to Jury Trial. BOTH YOU AND BRIGHTSPEED WAIVE THE RIGHT TO A JURY TRIAL ON YOUR INDIVIDUAL SALES, PAYMENT, AND RELATED CLAIMS.** To the extent court action is appropriate under this Agreement, any trial of your Sales, Payment, and Related Claims and Brightspeed's defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a "bench trial"), except as provided in Section 11(d).
- (d) **Waiver of Jury Trial Not Servable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.** If a court deems Section 11(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your Sales, Payment, and Related Claims for any reason, the Waiver of Right to Jury Trial in Section 11(c) shall be unenforceable and severed from this agreement.
- (e) **Limitation on Time to File Any Claim, Dispute, or Lawsuit.** YOU MUST NOTIFY BRIGHTSPEED OF ANY DISPUTE ARISING OUT OF OR RELATING TO SALES, PAYMENT, AND RELATED CLAIMS AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR INVOICE, YOU MUST NOTIFY BRIGHTSPEED OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR INVOICE. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED INVOICE. ANY LAWSUIT ARISING OUT OF OR RELATING TO SALES, PAYMENT, AND RELATED CLAIMS MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS

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UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

### 12. Notices.

Except as otherwise provided herein, all required notices to Brightspeed must be in writing and sent to Brightspeed P.O. Box 1330 Fayetteville, NC 28301-1330; Attn.: Legal Department. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, bill message, bill insert, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you either when you ordered Cyber Shield Service or at a later time. You agree to provide Brightspeed with any and every change to your e-mail address by reason by contacting Brightspeed at [Residential Customer Service](#). If you fail to provide updated e-mail address information to Brightspeed, you agree that any notices sent to the e-mail address provided by you will be deemed to have been received by you.

Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when sent electronically to the email address you provided.

### 13. General.

If any term or provision of this Agreement is held invalid, illegal or unenforceable, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive. Brightspeed will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, together with the other agreements and policies and posted information referenced herein, constitutes the entire agreement between you and Brightspeed with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof. In the event of any inconsistency between this Agreement and any other documents exchanged between you and Brightspeed related to the Cyber Shield Service, the provisions of this Agreement will control. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner toward any Brightspeed employee, vendor, contractor, or agent at any time. Brightspeed reserves the right to terminate your Cyber Shield Service without notice in the event of such behavior. By using the Services, you acknowledge and agree to comply with the Brightspeed Privacy Notice posted at <https://www.brightspeed.com/aboutus/legal/consumer/privacy-notice> (or successor URL). This notice describes how Brightspeed handles and protects your information, including customer proprietary network information, and how Brightspeed markets and communicates with you. The Brightspeed Privacy Notice may change from time to time without notice to you. Brightspeed may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If Brightspeed does that, Brightspeed has no further obligations to you. This Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Agreement shall be governed by the law of the state in which you receive the Services that are the subject of the dispute, claim, action or lawsuit.

Please contact Brightspeed via the methods described at [Residential Customer Service](#) if you have any questions regarding your account or want more information about your Cyber Shield Service and/or account.

**Where required by law, customers who cancel their Cyber Shield Service within the first three days, or seven days, as applicable, following acceptance of this Agreement will be refunded all charges incurred with respect to their account.**