

## **Inside Wire Maintenance Plan/Inside Wire Maintenance Plan and Immediate Repair Plan for FiOS Digital Voice Customers**

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### **TERMS AND CONDITIONS**

Verizon offers two different plans available to FiOS Digital Voice customers, which cover diagnostics and repair to the inside wire and jacks associated with the customer's Verizon's FiOS services:

The Inside Wire Maintenance Plan (IWMP) is an optional service available to FiOS Digital Voice customers, which covers diagnostics and repairs to the inside wire and jacks associated with the customer's FiOS Services. New customers who subscribe to the IWMP plan will receive protection as soon as the FiOS Digital Voice service is turned on. For Customers who have previously purchased FiOS Digital Voice service, the IWMP plan is effective 30 days after the Customer subscribes to the plan. (Subject to the Plan Exclusions listed below.)

The Inside Wire Maintenance Plan – Immediate Repair Plan (IWMP-IRP) is an optional service available to FiOS Digital Voice customers, which covers diagnostics and repairs to the inside wire and jacks associated with the customer's FiOS Services. The thirty (30) day waiting period is waived for existing FiOS Digital Voice Customers, allowing immediate inside wire and jack repair coverage for customers who agree to subscribe to IWMP-IRP and pay a one-time charge and maintain their IWMP service subscription for 12 months.

#### **The plans provide the following service:**

- Verizon will perform diagnostics and repairs to the inside wire and jacks associated with the Customer's FiOS services, in accordance with Verizon's standard repair procedures,.
- To request maintenance service under this plan, the customer should contact Verizon at 1-800-VERIZON (1-800-837-4966) and follow the voice prompts.

IWP and IWP-IRP are unregulated monthly services in all states. If you choose not to subscribe to either plan and your inside wiring or jacks need repair, you may contact Verizon to make the repair at Verizon's then-current rates, you may obtain inside wire maintenance and repair services from another company or you may perform the repair yourself.

If you rent your home or office, you should be aware that landlords may be responsible for repairs and maintenance of inside wiring. Check with your landlord or your lease to determine who is responsible for inside wire maintenance and repair.

In California, state law requires residential landlords to provide and maintain one working jack per residential unit.

### **CHARGES**

The charges for these Plans are subject to change by Verizon from time to time, as more fully described in the next paragraph. All charges, plus all applicable taxes, shall be due and payable by the due date stated on Verizon's bill. Payments received after that date might be subject to a late payment charge. Charges for IWMP and IWMP-IRP are assessed monthly. In addition, Customers who subscribe to IWMP-IRP must agree to pay a one-time charge and maintain their IWMP subscription for 12 months. If the IWMP subscription is cancelled prior to the 12 month period a \$50.00 early termination fee will be charged.

#### **CHANGES IN MONTHLY CHARGES, TERMS AND CONDITIONS:**

THE CHARGES FOR THESE PLANS, AND ANY OTHER TERMS AND CONDITIONS APPLICABLE TO THESE PLANS, INCLUDING THE PROVISIONS THAT GOVERN THE WAY THAT YOU AND VERIZON RESOLVE DISPUTES, MAY BE CHANGED BY VERIZON AT ANY TIME UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE (WHICH MAY BE IN THE FORM OF ELECTRONIC MAIL, A BILL INSERT OR OTHER WRITTEN NOTIFICATION). THE PAYMENT OF APPLICABLE CHARGES BY THE CUSTOMER, OR A REQUEST FOR SERVICE UNDER THE PLANS. UNLESS VEIZON PROVIDES OTHERWISE, THE CUSTOMER ACCEPTS THE REVISIONS AND AGREES TO ABIDE BY THEM BY

CONTINUING TO USE THE SERVICE AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS IF THE CUSTOMER DOES NOT WISH TO CONTINUE RECEIVING THESE PLANS UNDER SUCH REVISED CHARGES, TERMS OR CONDITIONS, CUSTOMER MAY SIMPLY TERMINATE PARTICIPATION UNDER THE PLANS AT ANY TIME UPON NOTICE TO VERIZON.

#### **LIMITED 30-DAY WARRANTY**

Verizon warrants for a period of 30 days that work performed and products delivered under these plans will meet accepted industry practices and be free from defects in materials or workmanship. Should any work performed hereunder fail to meet these standards and be reported to Verizon within said 30-day period, Verizon shall re-perform the nonconforming services, and/or repair or replace the nonconforming products. Such re-performance of work and/or repair or replacement of nonconforming products shall constitute the entire liability of Verizon and sole remedy of the Customer under this warranty, whether claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise. The foregoing warranties are exclusive and in lieu of all other warranties, whether written or implied, in fact or in law. Verizon disclaims any and all warranties of merchantability or fitness for a particular purpose.

#### **LIMITATION OF LIABILITY**

In no event, however, shall Verizon, its affiliated companies, their employees, agents and contractors have any liability for special, indirect, incidental or consequential damages resulting from the provision of or failure to provide service under these plans, or from any fault, failure, defect or deficiency in any service, labor, material, work or product furnished in connection with these plans (such as, but not limited to, service outages and any loss of use of wiring, jacks or equipment beyond the jack, and any damages resulting there from). These limitations of and exclusions from liability shall apply regardless of whether a claim or remedy is sought in contract, tort (including negligence and strict liability), or otherwise.

#### **PLAN ELIGIBILITY**

These Plans are only available to Verizon residential customers who subscribe to FiOS Digital Voice. The Plans only cover wiring in your home that delivers your FiOS Services and do not cover wiring behind telephone systems or services (such as multi-line sets associated with common equipment, key telephone systems, or private branch exchange (PBX) equipment).

#### **PLAN COVERAGE Effective June 17th, 2012:**

- Diagnostics and repairs to the Customer's standard inside telephone wire and jacks associated with each Verizon telephone line covered under the Inside Plan (subject to the Plan Exclusions listed below) that become necessary and are reported to Verizon while you are enrolled under the Inside Plan.
- Repair of coaxial cable run from ONT to BHR (Basic Home Router)
- Repair of Cat 5e cable run from ONT to BHR
- Repair of coaxial cable used to deliver FiOS Video to outlet
- Repair of coaxial cable used to deliver FiOS Video from outlet to FiOS TV STB
- Repair of Cat 5e cable used to deliver FiOS Data to 1 PC
- Replacement of defective Splitters (Only if original was installed by Verizon)
- Replacement of defective Amplifiers (Only if original was installed by Verizon)

#### **EXCLUSIONS**

##### **The Plans do not apply to repair of/or:**

1. Wire/cable larger than 8-pair, unless otherwise expressly agreed by Verizon. Provided, however, if problems are determined to be caused by defective conductors in wire/cable larger than 8-pair Verizon will re-terminate service to useable conductors to restore service; to the extent that spare useable conductors are available and to the extent that access to the point of termination is not denied by the customer, the building owner or the building manager.
2. Wire or jack malfunctions or problems which arise **prior** to the commencement of the Customer's coverage under the Plan,
3. Wire or jack malfunctions or problems which are caused by misuse, abuse, riot, acts of war, terrorism, malicious activity, vandalism or riot.

4. Wire or jack malfunctions or problems which are caused by fire and acts of nature other than lightning, such as floods, windstorms and earthquakes
5. Inside wiring and jack(s) which are non-standard or do not comply with Part 68 of the Federal Communications Commission, NEC, ANSI/ICEA rules and guidelines, or fail to meet Verizon's technical standards. NOTE: If it is possible to fix the trouble by making temporary repairs to non or sub-standard wiring, IWMP will cover the temporary repairs
6. Repair of IW or jacks associated with complex IW, WATS or data services
7. Malfunctions resulting from the use of telephone lines intended for voice grade transmission to transmit or receive data or signals beyond the operating capabilities of the line.
8. Restoration of your premises if you ask Verizon to repair concealed wire.
9. Customer provided equipment (instruments, modems, security systems, satellite TV dishes, etc.). Repair of jacks not previously connected to the line reported.
10. Inside wiring, jacks or other items used in connection with your line if the line is provided by a Company other than Verizon.
11. Inside wiring and jacks for marine activity, recreational vehicles (RVs) and construction trailers or other temporary or moveable structures.
12. Extensions located at a different address. (IWMP covers IW that is within the same property lines as the main line).
13. Replacement of ONT Batteries past warranty period
14. Replacement of FiOS TV Set Top Boxes and related power cords past warranty period
15. Replacement of lost/broken FiOS TV Remotes
16. Replacement of FiOS BHR or related power cords past warranty period
17. Range Extenders
18. Component Cables (HDMI/Video)

**Notes:**

(1) If a Verizon Technician comes to your home to perform repairs to your inside wire or jack(s), and the problem is in your telephone or associated equipment (e.g., modem or fax machine), you will be required to pay a Maintenance Premises Visit Charge for the visit plus a minimum 30 minute labor charge at Verizon's then-applicable rates.

(2) On all repairs Verizon does not "fish" walls. If wall-run wire cannot be used to run replacement wire the Verizon Technician will run replacement cable via baseboard only.

(3) "Mixed Media" customers (customers with voice service on a Verizon Network Interface (NID) vs. Optical Terminal Network (ONT), and TV or data service on the ONT) are subject to the "Copper Voice" Maintenance Plan Coverage only.

(4) FiOS Digital Voice customers receive Inside Wire coverage for all phone lines on their account.

**TERMINATION**

The Customer may terminate participation in either Plan at any time simply by notifying Verizon's local business office (or such other number that Verizon may designate for such purpose). Verizon may terminate the Customer's participation in these Plans without cause only upon thirty (30) days prior notice to Customer, but at any time in the event Customer fails to pay all applicable charges when due.

**EFFECTIVE DATE**

Commencement and termination of coverage under either Plan shall be effective on a date to be determined by Verizon, which shall not be more than 30 days after Verizon receives the Customer's requests to commence or terminate the Plan.

**CHOICE OF LAW**

Except as otherwise required by law, the Customer and Verizon agree that the Federal Arbitration Act and the substantive laws of the state of the Customer's billing address, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. UNLESS THE CUSTOMER AND VERIZON AGREE OTHERWISE, THE CUSTOMER AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN AN ARBITRATION OR SMALL CLAIMS COURT LOCATED IN THE COUNTY OF THE CUSTOMER'S BILLING ADDRESS FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including state laws relating to consumer transactions, any cause of action or claim the Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

#### **VOLUNTARY MEDIATION.**

Verizon hopes that all issues related to the Customer's account or Verizon Service can be resolved through Verizon's Customer Service Department, which can be reached by calling the number on the Customer's bill or going to the Contact Us link on Verizon's website, <http://www22.verizon.com/customersupport/contactus/index/>. If Verizon does not resolve an issue to the Customer's satisfaction, the Customer may request voluntary mediation. Verizon offers customers the option of participating in a free internal mediation program. This program is entirely voluntary and does not affect either party's rights in any other aspect of the dispute resolution procedures outlined in this Agreement. In Verizon's voluntary mediation program, Verizon will assign an employee who is not directly involved in the dispute to help both sides reach an agreement. That person has all the rights and protections of a mediator and the process has all of the protections associated with mediation. For example, nothing said in the mediation can be used later in an arbitration or lawsuit. If a Customer would like to know more, or would like to start the mediation process, please contact Verizon at [NoticeOfDispute@verizon.com](mailto:NoticeOfDispute@verizon.com) or through Verizon Online Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920, for a Notice of Customer Dispute Form. Fill out and send the Notice of Customer Dispute Form to Verizon according to the directions on the form.

#### **ARBITRATION OR SMALL CLAIMS ACTIONS.**

VERIZON HOPES TO MAKE YOU A HAPPY CUSTOMER, AND THAT ALL ISSUES RELATED TO THE CUSTOMER'S ACCOUNT OR VERIZON SERVICE CAN BE RESOLVED THROUGH VERIZON'S CUSTOMER SERVICE DEPARTMENT, WHICH CAN BE REACHED BY CALLING THE NUMBER ON THE CUSTOMER'S BILL OR GOING TO THE "CONTACT US" LINK ON VERIZON'S WEBSITE, [HTTP://WWW22.VERIZON.COM/CUSTOMERSUPPORT/CONTACTUS/INDEX/](http://www22.verizon.com/customersupport/contactus/index/). **BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH PARTIES.** THE CUSTOMER AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. BOTH PARTIES ALSO AGREE IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO.

THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES THE CUSTOMER RECEIVES FROM VERIZON (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES) WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). THE CUSTOMER CAN ALSO BRING ANY ISSUES HE/SHE MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, MAY SEEK RELIEF AGAINST VERIZON ON THE BEHALF OF THE CUSTOMER.

UNLESS THE CUSTOMER AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF THE CUSTOMER'S BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S ARBITRATION RULES WILL APPLY; IN SUCH CASES, THE LOSER CAN ASK FOR A PANEL OF THREE NEW ARBITRATORS TO REVIEW THE AWARD. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S RULES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THE PROCEDURES, RULES AND FEE INFORMATION ARE AVAILABLE FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)), THE BBB ([WWW.BBB.ORG](http://WWW.BBB.ORG)) OR FROM VERIZON. FOR CLAIMS OF \$10,000 OR LESS, THE CUSTOMER MAY CHOOSE WHETHER THE

CUSTOMER WOULD LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN-PERSON OR BY PHONE.

THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR SHALL NOT HAVE THE POWER TO DETERMINE THAT CLASS ARBITRATION IS PERMISSIBLE. THE ARBITRATOR ALSO SHALL NOT HAVE THE POWER TO PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION, OR TO AWARD ANY FORM OF CLASSWIDE OR COLLECTIVE REMEDY. INSTEAD, THE ARBITRATOR SHALL HAVE POWER TO AWARD MONEY 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 CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. NO AAA OR BBB RULE WILL APPLY IF IT CONFLICTS WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY CONTRARY PROVISION IN THE AAA OR BBB RULES, THE ARBITRATOR WILL BE BOUND TO APPLY LEGAL PRINCIPLES AND THE LAWS THAT GOVERN THIS AGREEMENT, AND DOES NOT HAVE THE POWER TO AWARD ANY RELIEF THAT IS NOT AUTHORIZED BY SUCH LAWS.

IF EITHER PARTY INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO NOTICEOFDISPUTE@VERIZON.COM OR TO VERIZON DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, VC52N061, BASKING RIDGE, NJ 07920. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF THE PARTIES ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. VERIZON WILL PAY ANY FILING FEE THAT THE AAA OR BBB CHARGES THE CUSTOMER FOR ARBITRATION OF THE DISPUTE. IF THE CUSTOMER PROVIDES A SIGNED WRITTEN NOTICE THAT HE/SHE CANNOT PAY THE FILING FEE, VERIZON WILL PAY THE FEE DIRECTLY TO THE AAA OR BBB. IF THAT ARBITRATION PROCEEDS, VERIZON WILL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER, AS WELL AS FOR ANY APPEAL TO A PANEL OF THREE NEW ARBITRATORS (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS AGREEMENT).

VERIZON MAY, BUT IS NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE ARBITRATION BEGINS. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF THE CUSTOMER DOES NOT ACCEPT THE OFFER AND THE ARBITRATOR AWARDS THE CUSTOMER AN AMOUNT OF MONEY THAT IS MORE THAN OUR OFFER BUT LESS THAN \$5000, OR IF VERIZON DOES NOT MAKE AN OFFER, AND THE ARBITRATOR AWARDS THE CUSTOMER ANY AMOUNT OF MONEY BUT LESS THAN \$5000, THEN VERIZON AGREES TO PAY YOU \$5000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE VERIZON ALSO AGREES TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR THE CASE. IF THE ARBITRATOR AWARDS THE CUSTOMER MORE THAN \$5000, THEN WE WILL PAY THAT AMOUNT TO THE CUSTOMER.

AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, THE CUSTOMER AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. THE CUSTOMER AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING

OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**GENERAL PROVISIONS**

In the event that any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

Verizon shall not be liable for any delay or failure to perform its obligations if such delay or non-performance arises in connection with any acts of God, fires, floods, strikes, or other labor disputes, unusually severe weather, acts of any governmental body, or any other cause beyond the reasonable control of Verizon.

**ENTIRE AGREEMENT**

These Terms and Conditions constitute the complete and exclusive terms and conditions pursuant to which Verizon provides inside wire maintenance services to you; there are no other agreements, oral or written, relating to these services.