

TERMS OF SERVICE FOR PREMIUM TECHNICAL SUPPORT

This agreement (the "Agreement") is made between you as our Subscriber and Verizon Online LLC ("Verizon") and sets forth the terms and conditions under which you agree to use and we agree to provide Verizon Premium Technical Support Service (the "Service") provided by or on behalf of Verizon. **THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT. YOUR USE OF THE SERVICE CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT.**

1. **AGREEMENT TERMS GENERALLY INCLUDED.** This Agreement consists of the terms below, and other Verizon policies referred to in this Agreement (including our Privacy Policy), all of which are incorporated herein by reference. This Agreement and related policies are posted online at <http://www.verizon.com/terms> ("Website").

2. **SERVICE DESCRIPTION AND SCOPE OF SUPPORT; SOFTWARE.**

2.1 The Service is intended to address networking and other technical support issues outside the supported scope of Verizon's standard technical support. The Service includes (a) configuration troubleshooting for your computer or device (collectively, a "Device"); (b) evaluation of and attempts to correct software, operating systems and networking issues associated with a Device; (c) virus and spyware support; and (d) software and peripherals support for network, video and sound cards, memory, hard drives, CD and DVD readers and writers, printers, scanners and networking equipment. The Service is currently offered in English and Spanish only.

2.2 You acknowledge and agree that the downloading, installing and/or using the Software (as hereinafter defined) and/or accessing and/or using the Service, in each case, constitutes your express authorization for Verizon to access and control your Device for the purposes of providing Software and/or Service to you.

2.3 In connection with delivering the Service, we may also download, install and use software, gather system data, take remote control of your Device and access or modify your Device settings. By accepting this Agreement or using the Service, you hereby grant us the right to connect to your Device, download, install and use software on your Device to gather system data, repair your Device, take remote control of your Device and change the settings on your Device while performing the Service. Other than as set forth in this Agreement, you agree that Verizon has no responsibility or liability under any circumstance at any time for any loss or harm that may arise from or may be related to the Service or the Software.

2.4 In connection with delivering the Service, we may need to download, install and/or run software on your Device, including, without limitation, software that: provides Device system information to Verizon which helps us diagnose and resolve your technology problem; allows Verizon to remotely control your Device and modify its

settings or software; and generally consists of utilities and other tools to improve Device performance and help resolve your technology problem.

2.5 You acknowledge and agree that access and use of all proprietary software and tools and all third party software and tools, in each case, accessed, downloaded, installed, used or otherwise provided or made available with the Service (collectively "Software") are subject to this Agreement as well as the license agreements that may appear or be referenced in connection with your access, download, installation and/or use of such Software ("Additional Third Party Software Licenses"). You may not access, download, install or use any Software without agreeing to this Agreement and the terms and conditions of any such Additional Third Party Software Licenses without modification. You hereby authorize us to download, install and utilize certain third party Software and accept the terms and conditions of any applicable Additional Third Party Software Licenses on your behalf. Alternatively, we may instruct you to review and accept such terms if they are agreeable to you. You acknowledge and agree that certain of the Software may include trial versions that will expire and cease to function after a certain period of time (usually 30 days) unless you purchase a separate license to continue using such Software. You agree that we may, but are not obligated to, remove any Software downloaded to your Device during the Service after we have completed or terminated the Service. Software that is installed and not otherwise removed from your Device may continually monitor and store information relating to the performance and use of your Device, and that information may be used by Verizon in connection with providing Service to you.

2.6 With regard to any Software and related end-user documentation (including any corrections, updates and upgrades of the foregoing made available to you) for which your acceptance of a separate license agreement is not required (collectively, "Verizon Software"), you are hereby granted a revocable, non-exclusive, non-transferable license to access and use the Verizon Software for the sole purpose of receiving the benefit of the Service purchased by you. You may not make any copies of the Verizon Software. You agree that the Verizon Software is the confidential information of Verizon or its third party licensors, providers or suppliers, which you shall not disclose to others or use except as expressly permitted herein. The Verizon Software contains copyrighted material, trade secrets, industrial designs, trademarks, patented or patentable inventions and/or methods, and other proprietary information owned or licensed by Verizon or its third party licensors, providers, or suppliers. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Verizon Software, or otherwise reduce the Verizon Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Verizon Software, or otherwise transfer the Verizon Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Verizon Software. You are not granted any title or rights of ownership in the Verizon Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third party licensors, providers or suppliers continue to

own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, industrial designs and moral rights, to the Verizon Software.

2.7 You may use the Software only in connection with the Service and for no other purpose. Your right to access and use the Software under this Agreement shall remain in full force and effect unless and until terminated by Verizon, its third party licensors, providers or suppliers, or until your customer account is terminated. Upon termination of the Service for any reason, you must cease all use of the Software and immediately delete the Software from your Device(s).

2.8 As part of the Service, Verizon may suggest or deploy certain third party services to you. If you choose to subscribe to or otherwise use any third party services, your use of any such services is subject to the terms of service of such third party service provider. You agree to comply with such provider's terms of service and that the third party provider is solely responsible for delivery of its service(s) to you and your use of them. Third party services include, but are not limited to technical support, portal, training, music, gaming and storage services that Verizon may elect to make available from time to time. Violation of such third party provider's terms of service may, in Verizon's sole discretion, result in the termination of your customer account and use of service.

2.9 We may, but have no obligation to, monitor, record and/or review your access and use of the Service and/or the Software, including telephone calls and online sessions for purposes of improving customer service, internal training and internal market research. You hereby grant permission to Verizon to monitor and record the Service and to use or disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request; to provide the Service and Software to you and our subscribers; to enhance the types of Service and Software we may provide to you in the future; and to protect ourselves and/or our subscribers. You also grant Verizon permission to combine your information with that of others in a way that does not identify you or any individual personally to improve the Service and Software, for training, for marketing and promotional purposes, and for other business purposes. Please see our Privacy Policy, which is posted on the Website, for further details.

3. **REVISIONS TO THIS AGREEMENT.** From time to time, we may make revisions to this Agreement and the policies relating to the Service. Notice by Verizon to you shall be deemed given when (a) transmitted to your primary verizon.net email address; or (b) mailed via the US mail or hand-delivered to your address on file with us; or (c) when posted to the Announcements section of the Website. You agree that it is your responsibility to visit the Website Announcements section periodically to review any such revisions. Changes to this Agreement shall be effective on the date noted in the posting and/or email we send you. By continuing to use the Service after revisions are effective, you accept and agree to abide by them.
4. **AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES.** If you are an individual, you acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into this Agreement. You agree to promptly notify

Verizon whenever your personal or billing information changes. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement). Any export of the Software is strictly prohibited.

5. **PRIVACY POLICY; LEGAL COMPLIANCE.** Any personal information you provide to Verizon is governed by our Privacy Policy, which is posted on the Policies Website and is subject to change from time to time. Verizon reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. In addition, Verizon is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement personnel.
6. **CHANGES TO SERVICE OR FEATURES.** Verizon reserves the right to change any of the features or applications offered as part of the Service at any time with or without notice to you. You understand and agree that, unless explicitly stated otherwise, any new features offered through or on the Service, including changes and enhancements to existing features, shall be subject to this Agreement.
7. **LIMITATIONS OF THE SERVICE.**

7.1 The Service does not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your Device, equipment or software vendor. The Service does not include training on hardware or software use.

7.2 The Service is not intended to replace the more advanced technical support that may be available from hardware or software manufacturers.

7.3 The Service is for incident-specific troubleshooting and problem resolution, and specifically excludes: i) computer programming; ii) software development; iii) warranty repairs or product replacement; iv) support for Windows® 95 and earlier versions of Windows; v) support for Mac operating systems earlier than OS X; vi) problems or issues arising out of any impermissible or unauthorized use or modification of a product; or vii) upgrades of firmware, software, operating systems, or applications.

7.4 In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. The Service is offered as a "best efforts" service and without warranty except as specifically set forth in this Agreement. We reserve the right to refuse to troubleshoot software not on our list of supported products.

7.5 You understand and agree that technical problems may be the result of software or

hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem.

7.6 If you purchase the Thirty (30) Minute Premium Technical Support Service ("30 Minute PTS"), the Service is non-refundable. 30 Minute PTS has a maximum duration of thirty (30) minutes and must be used within twenty-four (24) hours from purchase; and you must be a subscriber to Verizon High Speed Internet Service or Verizon FiOS Internet service.

8. YOUR RESPONSIBILITIES.

8.1 In order for us to provide the Service, you must first confirm that you have: a) full access (including any required licenses) to the related hardware and/or software; and (b) have completed a back-up of any data, software, information or other files stored on your computer disks and/or drives that may be impacted. **Verizon is not responsible for the loss, corruption or alteration of data, software or files that may result from our provision of the Service.** You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. The Service is only available to you and those residing at your location; the Service is not transferrable.

8.2 You agree to cooperate with and follow instructions provided by Verizon and acknowledge that such cooperation by you is essential to our delivery of the Service to you.

8.3 You hereby grant Verizon permission to view, access and modify your Device (including registry and settings and any related software or peripheral equipment (including all data, hardware and software components)) in order to perform the Service.

8.4 You are solely responsible for any and all restoration and reconstruction of lost or altered files, data, or programs that may occur in the course of performing the Service, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party.

9. SUPPORT PROCEDURES.

9.1 Purchase Terms. The Service can be purchased either: (a) for an unlimited number of Incidents (as defined in Section 9.2 below) for a term beginning on the date you order the Service and continuing for the duration of the plan you selected ("Term Plan"); (b) on a per-Incident basis (the "Per-Incident Service Plan"); or (c) 30 Minute PTS referenced in Section 7.6 above. However, the Per-Incident Service Plan will address a single Incident which may include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section 9.3, below), you may call back and obtain assistance on the same Incident for up to seventy-two (72) hours at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by Verizon, any further calls or requests for assistance will be considered a new

Incident and additional fees will apply.

9.2 "Incident" means a specific, discrete problem for which Verizon will attempt to isolate its origin to a single cause. Verizon, in its sole discretion, will determine what constitutes an Incident.

9.3 An Incident will be considered resolved when you receive one of the following: (a) information or advice that resolves the Incident; (b) information on how to obtain a software solution that will resolve the Incident; (c) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Incident can be resolved by upgrading to a newer release of a product; (e) notice that the Incident has been identified as a hardware equipment issue; or (f) if you cannot, or elect not to, pursue the course of action we recommend.

9.4 Our advice to you may include steps that you will need to take, at your own expense, before the Incident can be resolved, such as buying cables or cords and acquiring software. We will keep your service request open for a reasonable time period for future reference when you are ready to resume the process.

10. **THIRD PARTY WARRANTIES.** Third-party equipment, software, Device and peripheral products may be covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. **In addition, you acknowledge that certain third party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that Verizon's delivery of the Service might have on third party warranties is acceptable to you and you assume the risk of any and all such adverse impact on any third party warranties.**
11. **CUSTOMER SPECIFIC SERVICE.** The Service is only available to you and to persons you authorize in your home or office. In either case, the terms of this Agreement will apply to the Service we perform.
12. **LIMITATION OF LIABILITY. VERIZON'S TOTAL LIABILITY ARISING OUT OF THE SERVICE, OR FROM VERIZON'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT VERIZON'S SOLE DISCRETION AND OPTION, (A) TO REPERFORMING THE SERVICE, OR (B) AS SET FORTH IN SECTION 15 BELOW; EXCEPT THAT, IN THE CASE OF PER-INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.**
13. **PRICING, CHANGES TO SERVICE PLANS AND PAYMENT.**

13.1 Prices and Fees; Billing. You agree to pay the fees and charges applicable to the Service including but not limited to applicable taxes. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. If applicable, monthly recurring charges will be billed one month in advance. Per-Incident charges will be billed in arrears, if applicable. Based on your election and subject to our approval, Verizon or its agent will bill your credit card or local Verizon telephone bill (where available). **IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL.** Billing for the Service will begin upon submission of your order, unless otherwise noted. We may, at our election, waive any fees or charges. Increases to the monthly price of the Service shall be effective thirty (30) days after we provide notice to you.

13.2 Early Termination Fee. **IF YOU PURCHASE THE SERVICE UNDER A TERM PLAN AND YOUR SERVICE IS TERMINATED BY YOU (OR BY US IF YOU BREACH THIS AGREEMENT) BEFORE COMPLETING YOUR TERM THEN UPON TERMINATION OF YOUR SERVICE, YOU AGREE TO PAY VERIZON AN EARLY TERMINATION FEE IN THE AMOUNT SET FORTH IN THE PLAN YOU HAVE CHOSEN.**

13.3 Discontinuation of Service for Nonpayment. We may discontinue your Service without notice if Service charges on your telephone bill or charge card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing date expires. Discontinuation of the Service does not release you of liability for prior services rendered.

13.4 Late Fees. If any portion of your bill is not paid by the due date, Verizon may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. If your charges are billed by your Verizon local carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. Otherwise, the late fee will be the lesser of 1.5 % per month, or the highest rate permitted by law. If Verizon uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.

14. TERM AND TERMINATION.

14.1 Effective Date and Term. This Agreement shall be effective upon your use of the Service and shall continue until terminated by either party as permitted by the Agreement. We reserve the right to terminate the Service (or any part thereof) in the event we cease to offer the Service. If we cease offering the Service (or any part thereof), we will give you at least thirty (30) calendar days advance notice via electronic mail sent to the email address you provide.

14.2 Termination of Service.

14.2.1 Either you or Verizon may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth at Section 17 below. Termination by you will be effective upon your notice to Verizon. Termination by Verizon shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement. In the event of termination by Verizon, for any reason, you will be required to pay the remaining balance of the charges applicable to your Service through the effective date of termination and any applicable early termination fee.

14.2.2 Termination and/or Suspension by Verizon. Without prejudice to any other rights that Verizon may have, Verizon reserves the right and sole discretion to change, limit, terminate, modify at any time, temporarily or permanently cease to provide the Service or any part thereof to any user or group of users, without prior notice and for any reason or no reason. In the event of termination by Verizon, for any reason, you will be required to pay the remaining balance of the charges applicable to your Service through the effective date of termination and any applicable early termination fee.

14.3 Terminated Account. Verizon, in its sole discretion, may refuse to accept your application for the Service following a termination or suspension of your use of the Service.

14.4 Regulatory Compliance. In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body that causes Verizon to believe that this Agreement may be in conflict with such rules, regulations, and orders, Verizon may terminate or modify the Service and/or this Agreement immediately without notice.

15. WARRANTIES AND LIMITATION OF LIABILITY.

15.1 YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE AND SOFTWARE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON, ITS THIRD PARTY LICENSORS, ITS SUPPLIERS, ITS CONTRACTORS, ITS PARTNERS AND ITS PROVIDERS OR ANY OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, REPRESENTATIVES AND AFFILIATES OF ANY OF THE FOREGOING (EACH OF THE FOREGOING IS A "VERIZON PARTY" AND ALL OF THE FOREGOING ARE COLLECTIVELY REFERRED TO AS THE "VERIZON PARTIES") DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS RELATED TO THE SERVICE AND SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE

ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY ANY VERIZON PARTY SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED. USE OF THE SERVICE AND SOFTWARE IS AT YOUR OWN RISK AND IS NOT WARRANTED.

15.2 NO VERIZON PARTY WARRANTS THAT THE SERVICE AND SOFTWARE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, OR THE LIKE. NO VERIZON PARTY SHALL BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR DEVICE, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. NO VERIZON PARTY MAKES ANY WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE OR THE INTERNET. NO VERIZON PARTY MAKES ANY WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE OR ANY LINKS DISPLAYED. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, THE SOFTWARE AND THE INTERNET GENERALLY. DO NOT USE THE SERVICE OR THE SOFTWARE IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

15.3 IN NO EVENT SHALL THE VERIZON PARTIES BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICE, SOFTWARE, CONTENT OR YOUR DEVICE AND OTHER TECHNOLOGY INCLUDING, WITHOUT LIMITATION, LOST SALES, LOST REVENUE, LOST PROFITS OR OTHER LOSS OF BUSINESS, LOSS OF OR DAMAGE TO DATA, OR COST OF SUBSTITUTE SERVICES EVEN IF ANY VERIZON PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

15.4 THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF

ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

15.5 ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO EACH VERIZON PARTY AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT WHO ARE CAPABLE OF ENFORCING THE TERMS OF THIS AGREEMENT INDEPENDENTLY FROM VERIZON.

15.6 THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

16. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless the Verizon Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; and (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property.

17. NOTICES.

17.1 **Notice for Arbitration.** If either of us 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 Online Dispute Resolution Manager, One Verizon Way, VC52N090, Basking Ridge, NJ 07920. A copy of the Notice of Dispute form can also be found at www.verizon.com/terms/disputes. The notice must describe the nature of the claim and the relief being sought. Other notices required under this Agreement by you must be provided to us at P.O. Box 11328, St. Petersburg, FL 33733, Attention: Customer Service in the manner set forth in the Contact Us section of the Website. Notice by Verizon to you (including notice of changes to this Agreement under Section 3) shall be deemed given when: (a) transmitted to your Primary Email Address; or (b) mailed via the US mail or hand-delivered to your address on file with us; (c) when posted to the Announcements page of the Website; or (d) when hand-delivered to your Premises, as applicable. Mailed notices may also be included in our billing statements to you.

18. 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 Section 19. In our voluntary mediation program, we 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 you would like to know more, or you would like to start the mediation process, please contact us at NoticeofDispute@verizon.com or through Verizon Online Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920, for a notice of customer dispute form. A copy of the Notice of Dispute form can also be found at www.verizon.com/terms/disputes. Fill out and send the Notice of Customer Dispute Form to us according to the directions on the form.

19. ARBITRATION OR SMALL CLAIMS ACTIONS.

WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US. YOU 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 YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

- 1. 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 YOU RECEIVE FROM US (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"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE BETTER BUSINESS BUREAU, ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.**
- 2. UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR**

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 THE AAA'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG)) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU WOULD LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN-PERSON OR BY PHONE.

3. THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA 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 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.
4. IF EITHER OF US 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, VC54N090, BASKING RIDGE, NJ 07920. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE 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 CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, VERIZON WILL PAY THE FEE DIRECTLY TO THE AAA.. IF THAT ARBITRATION PROCEEDS, WE'LL 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).

5. WE MAY, BUT ARE 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 YOU DO NOT ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT IS MORE THAN OUR OFFER BUT LESS THAN \$5000, OR IF WE DO NOT MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5000, THEN WE AGREE TO PAY YOU \$5000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5000, THEN WE WILL PAY YOU THAT AMOUNT.
6. 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.
7. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION 19.3 CANNOT BE

ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

8. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU 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.

20. GENERAL PROVISIONS.

20.1 All obligations of the parties under this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation those relating to Limitation of Liability and Indemnification, shall survive such termination.

20.2 Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services.

20.3 You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

20.4 Except as otherwise required by law, you 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 YOU AND VERIZON AGREE OTHERWISE, YOU 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 you 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.

20.5 Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

20.6 This Agreement, including all policies referred to herein and posted on the Website, constitutes the entire agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Verizon.

Version 2.2 Effective March 15, 2014