

Verizon Fios Prepaid Terms of Service

Thanks for choosing Verizon Prepaid Services. The Fios Internet, Fios TV, and/or Home Phone (a prepaid Fios Digital Voice service) services that you purchase (the “Services”) on a prepaid basis are subject to their Individual Terms of Service (“Service Terms”), which can be found at verizon.com/terms, and to this agreement (the “Agreement”), which explains differences in how you maintain and pay for your Services. Home Phone service is governed by the Fios Digital Voice Terms of Service. The Service Terms and this Agreement are between you and the Verizon affiliate(s) named in the Service Terms.

The Agreement and the Service Terms contain important information about your Services, including our ability to make changes to your Services and that any disputes between us must be resolved in arbitration or small claims court.

- 1. Acceptance.** You may accept this Agreement by agreeing in writing, during an online order or online acceptance process over the phone, in person or by your use of the Service(s) or any equipment we provide. You must also accept the Service Terms for each of your Service(s). When you accept, you're representing that you are at least eighteen (18) years old and are legally able to accept an agreement.
- 2. Terms and Conditions.** Your Services are subject to this Agreement, the applicable Service Terms, the specific elements of your Services (including the pricing, duration, content, usage, and/or speed) described in the information made available to you when placing and confirming your order, our Privacy Policy, Acceptable Use Policy, Website Terms of Use, as well as the other Policies and Materials referenced in the Service Terms, all of which are incorporated into this Agreement by reference. A current version of this Agreement, the Service Terms and other Policies can be found at verizon.com/terms. In the event of a conflict between the Service Terms and the terms of this Agreement, the terms of this Agreement will control except as provided in Section 10 of this Agreement.
- 3. Changes to this Agreement.** We can change our prices, fees, any of the Services, Service Terms or this Agreement, including changes to payment terms, programming packages, Service features or speeds, and any equipment provided. Unless otherwise required by applicable law or our Service Terms, any such changes will be effective 10 days after they are posted at verizon.com/announcements or after notice is provided to you pursuant to Section 9 of this Agreement.
- 4. Term / Cancellation.** Prepaid Services are offered on a month-to-month basis only, pursuant to a trial, which may be discontinued by us at any time with thirty (30) days advance notice to you. In the event Services are no longer offered on a prepaid basis, you must comply with any applicable credit, deposit, payment or other requirements within the time period specified in the notice in order to continue receiving the Services. You will not receive a refund of any amounts that are prepaid if you cancel your Services before the end of the current month. Equipment must be returned to us upon account closure in accordance with the Service Terms.

5. Charges and Payment Terms.

- a. **Prepaid Charges.** You agree to pay for the Services on a prepaid basis for a minimum period of one month. You should not prepay for more than one month at a time. You are also responsible for paying all applicable taxes, surcharges, fees or other charges associated with the Services. Payment for the initial month of Services must be paid in full before we will ship equipment or schedule an installation date. You agree to pay any installation or other additional fees prior to the time of installation, at the time of installation, or after installation if paying by cash, but at all times prior to activation of the Services. Customers paying with cash may pay for certain repair charges ~~the month after such repairs are made~~ with the next monthly renewal payment.
- b. **Service Period -- Payments.**
- i. **Payment Cycle.** Your monthly payment cycle will begin on the date your Services are activated. Your Services will be available for one month after activation. You must pay for the next month's Services before the expiration of the current month (the "Expiration Date") to keep your Services active. Services are renewed for the next month when we receive payment in full.
- ii. **Non-Renewal.** If you do not pay for the next month's Services prior to the Expiration Date, your Services will be no longer be available, without additional notice to you. You may restore your Services by paying for an additional month, and the date your services are reactivated will begin a new month of Service. While your Services are unavailable, you may not make any equipment changes and you will not be charged for Services. Your Services will be restored within 24 hours of our receipt of your payment. There is no fee to restore Services.
- iii. **Account Closure.** If you do not make a payment for three consecutive months, your Verizon account will be closed and you must return any Verizon-provided equipment to Verizon in accordance with the applicable Service Terms. You must order as a new customer if you wish to purchase prepaid Services after account closure.
- c. **Third Party Charges.** You are solely responsible for any charges you may incur with third-party service providers, including accessing on-line services or subscriptions.
- d. **Payment Methods.** You may be required to utilize a credit or debit card to prepay your initial month of Service. Subsequent payments may be made by credit or debit cards, by cash at an authorized payment location or such other payment methods as we may designate. If you use a credit or debit card to pay for the Services, your use of the card is governed by the card issuer agreement. If we receive a chargeback through your credit or debit card, your Services will be automatically unavailable. More than one chargeback in a six month period will result in closure of your account. If you are a cash customer, we may send you an email with your account number to use in processing your payment; the number may also be used to authenticate your Verizon account, and you acknowledge the unencrypted email may increase risk of interception by a third party.

- e. **Refunds.** We will not refund any amounts prepaid for the Services, subject to applicable law, unless an order is cancelled prior to installation or activation.
- f. **Account Statements.** Your Account Statement will be provided online and will be available to you through your My Verizon Account; paper statements are not available.

6. Service Information.

- a. **Service Availability.** Not all Verizon Services will be available in all areas. You may not move your Verizon Services or temporarily discontinue your prepaid Verizon Services within the current month, and no refunds will be given for amounts that have been prepaid. Services may be re-established at a new location as a new account. Only designated Service options, including available Fios Internet Speeds and Fios TV packages, will be available as prepaid Services.

Service Limitations. You may order up to three additional Set Top Boxes with Fios TV Service for an additional monthly charge. Prepaid Fios TV Service will not include any Video On Demand or Pay Per View options that require a separate payment or monthly charge. Home Phone is a prepaid Fios Digital Voice service governed by the Fios Digital Voice Terms of Service, and will not permit calls that are billed on a usage basis, the purchase of additional lines, directory listings, calls to directory assistance or operator completed calls except by customers with disabilities who register to make such calls, vanity numbers, or pick your own area code numbers. Home Phone telephone numbers will not be listed or published. Vacation suspend will not be available for any Prepaid services.

- 7. **Customer Information.** You must provide valid information to us when ordering the Services, including your legal name, service address and email address. You agree to notify us promptly of any changes to this information.

8. General Provisions.

- a. Certain of our obligations will continue beyond the termination of this Agreement, including those relating to Limitations of Liability, Indemnification, and Arbitration.
- b. We are not liable for delays, damages or failures in performance due to causes beyond our 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.
- c. You may not assign or otherwise transfer this Agreement in any way to any other person. 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.
- d. 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 service 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 SERVICE 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.

e. Our failure to insist upon strict compliance with any part 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 will 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.

9. **Notices.** 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 thirty (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. A copy of the Notice of Dispute form can be obtained from NoticeofDispute@verizon.com or from the Verizon Dispute Resolution Manager, and 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 in the manner set forth in the Contact Us section of verizon.com. Notice by us to you, including notice of changes to this Agreement, shall be deemed given upon the earliest of when: (a) transmitted to the email address you have provided; (b) posted at verizon.com/announcements; or (c) included in your monthly account statement available through your online account.

10. **Disclaimer of Warranties and Limitations of Liability.** WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABOUT YOUR PREPAID SERVICES OR ANY EQUIPMENT PROVIDED TO YOU BY VERIZON. YOU AND VERIZON BOTH AGREE TO LIMIT CLAIMS AGAINST EACH OTHER FOR DAMAGES OR OTHER MONETARY RELIEF TO DIRECT DAMAGES. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to get any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim. Your Services and any equipment we provide are subject to all Disclaimers of Warranties, Indemnification and Limitations of Liability provisions contained in the Service

Terms, and those provisions in the Service Terms will control in the event of a dispute between this Agreement and the Service Terms.

11. Voluntary Mediation. We offer 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 12. 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 the Verizon 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 Dispute Form to us according to the directions on the form.

12. 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:

- a. 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 ("BBB"), ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.
- b. UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR SERVICE 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.

- c. 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 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.
- d. 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).
- e. WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION EVIDENTIARY HEARING BEGINS (OR, IF THERE IS NO EVIDENTIARY HEARING, BEFORE THE PARTIES COMPLETE SUBMISSION OF THEIR EVIDENCE TO THE ARBITRATOR). 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 THE AMOUNT AWARDED.

- f. 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.
- g. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION 16(c) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
- h. 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.

**V 16-1 – Prepaid Services TOS
Effective November 1, 2016**