

# Verizon Online Terms of Service

This Agreement is between you as our Subscriber and Verizon Online LLC, ("Verizon" or "Verizon Online") and it sets forth the terms and conditions under which you agree to use and we agree to provide the Service.

PLEASE READ THESE AGREEMENT TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

## NOTICE OF ARBITRATION AGREEMENT

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. IT REQUIRES THAT DISPUTES BE RESOLVED BY ARBITRATION, RATHER THAN CLASS ACTION LAWSUITS OR JURY TRIALS (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). PLEASE SEE SECTIONS 15-18 FOR MORE INFORMATION.**

### **1. TERM AND ACCEPTANCE OF AGREEMENT; AGREEMENT TERMS GENERALLY INCLUDED.**

The term of this Agreement will be either month-to-month or for the term specified for the Service or Bundled Service plan you select (the "Term"). The Term begins when you accept this Agreement and ends when it is terminated pursuant to Section 10 below.

Acceptance by you of this Agreement occurs upon the earlier of: (a) your acceptance of this Agreement electronically during an online order, registration or when installing the Software or the Equipment; (b) your use of the Service; or (c) your retention of the Software or Equipment we provide beyond thirty (30) days following delivery. If you change Service plans, your term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below, plus (a) the specific elements of your Service or Bundled Service plan (including the plan's pricing, usage, speed, duration and applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order); (b) our Acceptable Use Policy (Attachment A) and Additional Services Terms (Attachment B); and (c) other Verizon policies referred to in this Agreement (including our Privacy Policy and our Website Terms of Use located at <https://www22.verizon.com/terms> [2]), all of which are incorporated herein by reference. A current version of this Agreement and related policies are posted online at <http://myverizon.com/verizononlineterms> [3] or <http://verizon.com/terms> [4] ("Website"). You can also receive a paper copy of this

Agreement by writing to Verizon, P.O. Box 11328, St. Petersburg, FL 33733, Attention: Customer Service. **The Verizon Protect Home and Asurion Whole Home Device Protection Plans are provided directly by Asurion and are subject to the separate terms and conditions of the Plan. Verizon customers should review these separate terms and conditions prior to enrollment and use.**

## **2. DEFINITIONS AND CHANGES TO SERVICE.**

1. "Broadband Services" means Verizon's Fios or DSL-based Internet services (whichever applies). Verizon's DSL-based Internet service is also known as "High Speed Internet" ("HSI").

2. "Bundled Service(s)" means a combination or "bundle" of a Broadband Service with one or more other eligible Verizon services, including but not limited to Verizon Fios TV, Verizon Freedom Essentials, Fios Digital Voice, Verizon ONEBILL service, or any video, voice and/or data service(s) that may be offered together with Broadband Service. Bundled Service[s] does not include equipment protection plans that may be offered by Verizon's third-party vendors.

3. "Content" means content provided by Verizon or its third party licensors or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format. This includes over-the-top (OTT) video programming, gaming, and other online streaming services from third-party providers that may be offered with Verizon Fios Internet Service.

4. "Equipment" means the modem, router, optical network terminal, and/or other equipment provided by Verizon for use with the Service. For the avoidance of doubt, the term "Equipment" shall include any router provided to you by Verizon that is either rented by you or otherwise required to be returned to Verizon upon termination or cancellation of Service, but shall not include any router that you purchase from Verizon or a third party or any Equipment that has been designated by us as "Retired." "Retired" designates a device that may have originally been provided by Verizon, but is no longer subject to return to us; a list of Retired devices can be found at [verizon.com/Retired](http://verizon.com/Retired). The Equipment provided by Verizon for use with the Service may be new or refurbished.

5. "Service" means all Verizon Broadband Service and unwired Wi-Fi Internet access services (where applicable), Software, Equipment, Content, Additional Services as defined in Attachment B, technical support, Verizon Web Sites and other products and services provided by Verizon under the pricing plan applicable to your Service. The Service does not include voice telephony services, or equipment protection plans that may be offered by third party vendors.

6. "Verizon Web Site(s)" mean the web sites located at [verizon.net](http://verizon.net), [verizon.com](http://verizon.com) and [myverizon.com](http://myverizon.com), which are comprised of various web pages, tools, information, software, content, and features operated by Verizon.

### **3. REVISIONS TO THIS AGREEMENT.**

The current version of the terms of this Agreement shall be available on [www.verizon.com/terms](http://www.verizon.com/terms) [5]. From time to time we will make revisions to this Agreement and the policies relating to the Service including to the provisions that govern the way that you and Verizon resolve disputes. We will provide notice of such revisions by posting revisions to the Website Announcements page, sending an email to the email address that you provide to receive communications from us (your "Primary Email Address"), or such other method provided for in Section 15 of this Agreement. You agree to visit the Announcements page periodically and to check your email box to review any such revisions. You also agree to notify Verizon immediately of any changes in your Primary Email Address. We will provide you with at least thirty (30) days' notice prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Sections 9.1. Revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email we send you. Unless we provide otherwise, you accept the revisions and agree to abide by them by continuing to use the Service after the revisions are effective.

### **4. AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES.**

**1. Legal Authority.** 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 promptly to notify Verizon whenever your personal or billing information changes.

**2. Use of your Service and Account and Compliance with Applicable Authority.** You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. 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).

**3. Restrictions on Use.** The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. Except as otherwise set forth in this Agreement, you may not resell, re-provision or rent the Service, (either for a fee or without charge) or allow third parties to use the Service via wired, wireless or other means. For example, you may not provide Internet access to third parties through a wired or unwired connection or use the Service to facilitate public Internet access (such as through a Wi-Fi hotspot), use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to a Broadband Service, you may connect multiple computers/devices within a single home to your modem and/or router to access the Service through a single Verizon-issued IP address, and if available through the Service, you may permit guests to access the Internet through your Service's Wi-Fi capabilities. You also may not exceed the bandwidth usage limitations that Verizon may establish from time to time for the Service, or use the Service to host any type of server. Violation of this Section may

result in bandwidth restrictions on your Service or suspension or termination of your Service.

## **5. PRIVACY POLICY; LEGAL COMPLIANCE.**

Personal information you provide to Verizon is governed by our Privacy Policy, which is posted on the 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. Such cooperation may include, but is not limited to, monitoring of the Verizon network consistent with applicable law. In addition, Verizon and its third party licensors or suppliers are 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 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.

Verizon, its affiliates, agents and service providers may at times contact you, including using email, automatic telephone dialing systems, prerecorded or artificial voice message calls, and/or text messages at the telephone number(s) you have provided us, including a number for a cellular phone or other wireless device. We may place such calls or texts on matters related to the service we provide to you, including but not limited to (i) provide notices regarding your Account or Account activity, (ii) investigate or prevent fraud, (iii) provide you with technical assistance relating to products you have ordered or plan to order; (iv) determine your satisfaction with our products and services; or (v) to collect a debt owed to us. You agree to be contacted using autodialed or prerecorded message calls, emails and text messages to carry out the purposes identified above, regardless of whether you incur charges as a result. You further agree that we may share your email address and phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We and our service providers will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes at the telephone number(s) you designate unless we receive your prior express written consent to do so.

## **6. AVAILABILITY OF AND CHANGES TO SERVICE.**

**1. Service and Bandwidth Availability and Speed. The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified. We will provision qualified HSI lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the**

**Service may vary based on network or Internet congestion, your computer configuration, your use of Fios TV video on demand (VOD) service, the condition of your telephone line and the wiring inside your location, among other factors. The Service and certain other Fios services, such as Fios Digital Voice and Fios TV VOD service, share bandwidth on the fiber-optic connection to your home. The bandwidth available for the Service may be reduced temporarily (a) during times of significant utilization of Fios TV VOD service in a particular area, (b) due to other unusual events such as network outage or failure, or (c) if you are, or someone in your household is, watching multiple Fios TV VOD titles simultaneously. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control. Our network management and performance practices are described in the following website and incorporated by reference herein: <https://www.verizon.com/about/our-company/open-internet> [6]**

**2. Changes to your local voice telephony service.** If you change your local telephone company or discontinue your local telephone service, we may in our discretion either terminate your Service or continue to provide Broadband Service without local Verizon voice service at the then-current rates, terms and conditions applicable to your new Service plan and you agree to pay any new or higher monthly fee that may apply to your new Service plan. If we elect to terminate your Service under this Section 6.2, then we reserve the right to charge any ETF and to apply the Equipment return terms under Section 10.5.

**3. Conversion from DSL Service to Verizon Fios Internet Service.** When Verizon is able to provision Service utilizing fiber optic technologies, we may in our discretion terminate your DSL Service and cease offering DSL Service to your location. In such case, we will offer you Verizon Fios Internet Service at the then applicable rates and terms, which may differ from your previous DSL Service rates and terms. If you are on a Term Plan and Verizon terminates or ceases to offer service to your location under this Section 6.3, you shall not be liable to pay the ETF. If you convert from DSL Service to Verizon Fios Internet Service, this Agreement will govern your Verizon Fios Internet Service.

**4. Changes to Service or Features.** Verizon reserves the right to change any of the features, content, equipment authorized by Verizon for use in connection with the Service, or applications of the Service at any time with or without notice to you. This includes the portal services we may make available as part of the Service or for an additional charge. This section does not apply to equipment protection plans that may be offered by Verizon's third party vendors.

## **7. SOFTWARE LICENSES AND THIRD PARTY SERVICES.**

**1. Software for use with Service.** We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by Verizon or third party

licensors, providers and suppliers ("Software"). In some cases, the Software may enable Verizon or its third party licensors or suppliers to deliver messages to you. We reserve the right periodically to update, upgrade, change, or add new Software remotely or otherwise and to make related changes to the settings and software on your computer or Equipment, or any equipment authorized by Verizon for use in connection with the Service, and you agree to permit such changes and access to your computer, Equipment, and any such equipment authorized by Verizon for use in connection with the Service. You may use the Software only in connection with the Service and for no other purpose.

**2. End User License Agreement.** Certain Software may be accompanied by an end user license agreement ("EULA") from Verizon or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

**3. Software Not Accompanied by EULA.** For Software not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by Verizon or its applicable third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Verizon or its third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the 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 Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

**4. Time Period for Use of Software or Additional Services.** Your license to use the Software or any Additional Services will remain in effect until terminated by Verizon or its third party licensors or suppliers, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from your computer or other device.

**5. EULA of Third Party Provider.** If you subscribe to or otherwise use any third party services offered by Verizon, your use of such services is subject to the EULA of that

third party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service. The Service may not be compatible with all third-party services, such as security and alarm systems, which may require specific settings and configurations to function properly.

**6. Ownership of Intellectual Property Rights.** All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Verizon Web Sites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and content), are owned by Verizon, its affiliates or licensors. All title and intellectual property rights in and to the information and content which may be accessed through use of the Verizon Web Sites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such content, nor does it grant any rights to the Verizon Web Sites, other than the right to use the Verizon Web Sites according to the terms of the Agreement.

7. When you access and use third party services, including third party services which Verizon may make available as part of or in connection with your Broadband Service subscription, you are subject to the terms of service and privacy policy issued by those third party providers when using their services. Verizon Terms of Service and Privacy Policies apply when you are using our services.

**8. [Reserved.]**

## **9. PRICING; BILLING; CHANGES TO SERVICE PLANS AND PAYMENT.**

**1. Prices and Fees.** You agree to pay the fees applicable to your Service or Bundled Service, or Additional Services, either on a monthly or prepaid basis, as applicable, and to pay: (a) applicable taxes, (b) surcharges, (c) recovery fees, (d) telephone charges, (e) activation fees, (f) installation fees, (g) set-up fees, (h) equipment charges, (i) ETFs, and (j) other recurring and nonrecurring charges associated with the Service plan you have selected. The taxes, fees and other charges detailed in (a)-(d) above may vary on a monthly basis. The equipment charges in (h) above include charges for equipment upgrades that may be required to provide your Service(s). Surcharges and recovery fees are not taxes and are not required by law, but are set by Verizon and may change. 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, and an agent assistance fee of seven dollars that may be charged if you make a payment arrangement through a Verizon call center representative.

**2. Billing.** Non-recurring charges such as set up, activation and installation fees, and certain equipment charges, will be included in your first bill. Monthly Service and Bundled Service recurring charges will be billed one month in advance; any usage charges will be billed in arrears. Pre-paid pricing plans for Additional Services will be billed in advance. Based on your election and subject to our approval, Verizon or its agent will bill you directly, or bill your charge card or local Verizon bill (where available).

IF YOU ELECT TO BE BILLED ON YOUR VERIZON BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICE PLAN, THEN ALL OF THE SERVICES INCLUDED IN THE BUNDLED SERVICE PLAN MUST BE BILLED ON YOUR VERIZON BILL. If you enroll in Verizon's Paperless Billing program, you agree to view and pay your bill electronically each month and to provide Verizon with current, accurate, complete, and updated information including your legal name, address, telephone number(s), email address and applicable payment data such as your bank account number. You agree to notify Verizon immediately of any changes in your email address or other registration or payment data. You will no longer receive a paper bill. Instead, each month you will receive an email notifying you that your bill is available online for viewing and payment at [verizon.com](http://verizon.com). You must continue to pay your paper bill until you receive your first e-mail notification that your bill is available online. If your electronic payment is rejected for any reason, Verizon may charge a return item fee (where permissible), cancel your enrollment in the Paperless Billing program and resume sending you paper bills. If you wish to revoke consent to paperless billing and receive a paper bill, select the "Account" tab on My Verizon, then select Account Overview, then select "Paperless Billing" and follow the posted instructions. If you use a third party bill payment vendor or distributor to receive and pay your Verizon bill, Verizon is not responsible for the accuracy and timeliness of your bill payments. If you de-enroll from receiving your Verizon bill at your home banking service provider's website, we will resume sending you a paper bill. Billing for Broadband Services will automatically begin on the date provisioning of your Broadband Service is complete ("Service Ready Date") which will be the Due Date established by Verizon (after the Equipment has been delivered) if you are self-installing the Service. Billing for Additional Services will begin on your Service Ready Date if you are also ordering a new Broadband Service. Otherwise, billing for Additional Services will begin upon submission of your order, unless otherwise noted. We may, at our election, waive any fees or charges. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate.

**3. Plans with Minimum Terms.** If you choose a Service or Bundled Services plan with a minimum term commitment, you agree to maintain your Service for the term of that plan (a "Term Plan"). For Broadband Services, your Term Plan begins on the later of: (a) the date you change your existing Broadband Service plan to a Term Plan; or (b) your Service Ready Date; for Bundled Services, your Term Plan begins once all Bundled Services have been provisioned. You will begin receiving any discount associated with a Bundled Services plan once all Bundled Services have been provisioned. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Service plan at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply.

**4. Pre-paid Service Plans for Additional Services.** You may be given the option to select a pre-paid service plan for Additional Services ("Prepaid Service Plan") which will



begin on the later of: (a) the date of your order, or (b) the date you change to the prepaid service plan. There will be no refunds for prepaid service plans. At the end of any Prepaid service plan, you may be given the option to select a new prepaid service plan. If you do not select a new prepaid service plan, your Service will automatically convert to the then-current month-to-month rate for the Additional Service.

**5. Data Charges.** You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be Verizon or a third party) for accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges or fees payable to Verizon or third parties, including all applicable taxes, and you are solely responsible for protecting the security of credit card and other personal information provided to third parties in connection with such transactions.

**6. Money Back Guarantee.** If we provide a money back guarantee ("MBG") for your Service, it will begin on your Service Ready Date. During this MBG period you may cancel your Service and receive a full refund of all monthly, one-time and equipment charges paid to Verizon (provided you return all Equipment in good working condition). If you fail to return the Equipment, an unreturned Equipment fee will apply. ETFs will not apply to Service terminated within the MBG period. The MBG does not apply to customers who change between or renew bundle, monthly, term or other pricing plans. The MBG is limited to one per Subscriber per Service type per Service address.

**7. 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.

**8. Late Fees.** If we don't get your payment on time, we will charge you a late fee of up to 1.5 percent per month (18 percent per year) on the unpaid balance, or a flat \$9 per month, whichever is greater, if allowed by law in the state of your billing address. The fees that are applicable to your account are displayed on your monthly bill. If any portion of your bill is not paid by the due date, Verizon may also terminate or suspend your Service without notice. 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. If you fail to pay on time and Verizon refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18 percent.

**9. Limitation on Special Pricing Promotions.** You may only take advantage of one special pricing promotion during any consecutive twelve (12)-month period. Eligibility for promotional offers may be contingent upon payment of all outstanding Verizon charges.

**10. Refundable Deposit.** We may require that you provide us with a refundable deposit, which will be specified at the time of your order. We may also require an

additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.

**11. Credit Related Matters.** We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a consumer credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.

## **10. TERMINATION OR SUSPENSION OF SERVICE.**

**1. Subscribers with Month-to-Month Accounts.** If you are a month-to-month Service customer, either you or Verizon may terminate this Agreement any time and for any reason by giving notice to the other as set forth in this Agreement. Unless otherwise required by applicable law, termination will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through that date. Activation or set-up fees paid at the initiation of your Service, if any, are not refundable, except during any applicable MBG period.

**2. Subscribers with Term Plans; Early Termination Fee.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR BROADBAND SERVICE OR ANY COMPONENT OF A BUNDLED SERVICE PLAN IS TERMINATED BY YOU OR BY US AS A RESULT OF VIOLATION BY YOU OF THIS AGREEMENT BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY VERIZON THE ETF SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new Service location. Unless otherwise required by applicable law, termination will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through that date.

**3. Termination and/or Suspension by Verizon.** Verizon reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement. If Verizon terminates your Service under this Section 10.3, you must immediately stop using the Service and you will be responsible for any applicable fees and/or Equipment (or equipment) charges set forth in Sections 9 and 10. If the termination is a result of violation by you of the terms of this Agreement, you also shall be liable to pay the ETF. If Verizon terminates or ceases to offer service to your location, you shall not be liable to pay the ETF. If your Service is reconnected, a reconnection fee may apply.

**4. Deletion of Data upon Termination.** YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, VERIZON AND ITS APPLICABLE THIRD PARTY SUPPLIER HAVE THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING ANY EMAILS, ADDRESS BOOK AND/OR WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.

**5. Return of Equipment upon Termination.** If your HSI Service is terminated for any reason prior to the end of the first year of service and you received Equipment from Verizon, you must return the Equipment to Verizon or you will be charged for the Equipment. Except as set forth below, if your Fios Internet service is terminated for any reason and you received Equipment, you must return the Equipment to Verizon within 30 days, as instructed by Verizon, or you will be charged for the Equipment. Failure to return any Equipment you received from Verizon, or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of an Equipment fee that may be substantial. If the Equipment is affixed with a label which includes the following (or similar) message, "PROPERTY OF VERIZON. DO NOT REMOVE FROM PREMISES," then you must not return the Equipment and you will not be charged an Equipment fee as long as the Equipment is left in place in reasonable condition (subject only to reasonable wear and tear).

## **11. MANAGEMENT OF YOUR DATA, COMPUTER AND OTHER DEVICES.**

**1. Your Responsibilities Regarding Management of Your Computer, Other Devices and Data.** Except as set forth in the terms and conditions of any applicable warranty provided with the sale of equipment by Verizon and purchased by you from Verizon, you are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. YOU AGREE THAT VERIZON AND ITS THIRD PARTY SUPPLIERS ARE NOT RESPONSIBLE FOR THE LOSS OF YOUR OR ANY THIRD PARTY DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR OR ANY THIRD PARTY DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR, OR YOUR PERMITTED GUESTS' DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON VERIZON'S OR ANY THIRD PARTY'S SERVERS.

**2. Content and Data Management by Verizon.** We and our applicable third party supplier reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple Verizon servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any Verizon server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.

**3. Your Responsibilities Regarding Security.** You agree that you are solely responsible for maintaining the security of your and any permitted guests' computer(s), device(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. The Service may permit you with the option to provide third parties authorized by you access to the Internet using your Verizon-issued device. If you believe your login credentials have been lost or stolen, or that someone has gained access to your account or login credentials without your permission, call us immediately at 1-800-837-4966. **WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.** Use of the Verizon network for the distribution, operation, and maintenance of malicious software (viruses, bots, worms, Trojan horses, etc.) is prohibited. Communications to malicious domain names (e.g., domain names used by networks of machines running malicious software) and to malicious Internet protocol addresses (e.g., IP addresses used by networks of machines running malicious software) may be redirected by Verizon to our network security systems at any time without notice as a countermeasure against the operation of malicious software such as "botnets" in the Verizon network. Verizon's security systems may retain certain information such as the date and time of the malicious communication, the IP address it originated from, the domain name involved, and other technical information for cybersecurity purposes. Our security systems are configured to not retain end user information contained in the payload of the application layer, if any, that is delivered or uploaded by the compromised machines. **WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.** The router and other equipment provided to you by Verizon may include security software and other features that may be activated at your option. You are solely responsible for the activation of the optional features and settings.

**4. Monitoring of Network Performance by Verizon.** Verizon automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and Equipment's profile and settings and the installation of software we provide. You agree to permit us and our applicable third party supplier to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to Verizon's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer and Equipment settings, as they relate to the Service, Software, or other services, which we may offer from time to time. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Verizon or its authorized vendors, contractors and agents. Verizon reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Subscriber information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our Subscribers.

Should Verizon change such password(s), we will use reasonable means to notify the Subscribers affected, which may include email to a Primary Email Address on file and/or through notice on the Website.

## **12. LIMITATIONS ON USE OF THE SERVICE.**

- 1.** You acknowledge and agree that Verizon (a) is not responsible for invalid destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access all websites, servers or other facilities or that the Service is secure or will meet your needs.
- 2.** You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that Verizon is not responsible for access by you or any other users to objectionable or offensive content. VERIZON STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.
- 3.** You understand and agree that if you type a nonexistent or unavailable Uniform Resource Locator ("URL"), or enter a search term into your browser address bar, Verizon may present you with a Verizon Error Assist web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. Verizon's provision of the Error Assist page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive Error Assist pages from Verizon, you should follow the opt-out instructions that are available by clicking on the "About" link on any Error Assist page selecting the "Disable Error Assist" option.
- 4.** You are not authorized to use any Verizon name or mark as a hypertext link to any Verizon Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Verizon Licensing Company.
- 5.** You agree that Verizon assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, Verizon Web Sites or in any other public services or social networks, and that Verizon does not endorse any advice or opinion contained therein, whether or not Verizon provides such service(s). Verizon does not monitor or control such services, although we reserve the right to do so.
- 6.** You represent that when you, or your permitted guests' transmit, upload, download, post or submit any content, images or data using the Service you or your permitted guests have the legal right to do so and that your or your permitted guests' use of such content, images or data does not violate the copyright or trademark laws or any other third party rights.

7. Websites or other applications linked to or from the Service are not reviewed, controlled, or examined by Verizon and you acknowledge and agree that Verizon is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by Verizon.

8. The My Verizon customer portal is provided only for the use of Verizon subscribers and any other use is prohibited. You may view, copy or print pages from the My Verizon solely for personal, noncommercial purposes. You may not otherwise use, modify, copy, print, display, reproduce, distribute, manipulate, or publish any information from My Verizon without the express written permission of Verizon. At any time Verizon may, without notice, make changes to My Verizon or to the online services or products described on My Verizon. Without the express prior written authorization of Verizon, you may not (a) use any data mining robots, hardware or software modules that add a specific feature or service by plugging into an existing larger system, or similar data gathering and extraction tools, scripts, applications, or methods on My Verizon; (b) use any device, software, or hardware to bypass any operational element or to interfere, or attempt to interfere, with the proper working of My Verizon; (c) take any action that imposes an unreasonable or disproportionately large load on My Verizon or its network infrastructure or that adversely affects our network or other customers; (d) decompile, reverse engineer, modify or disassemble any of the software in or associated with the Verizon network and/or servers; (e) use any meta tags or any other "hidden text" utilizing Verizon's name or any Verizon trademark without Verizon's prior written permission; or (f) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Verizon or use any Verizon trademark except as set forth in our Website Terms of Use located at <https://www22.verizon.com/terms> [2], as they are updated from time to time.

Unauthorized use of My Verizon or its network infrastructure and/or data display by a person or entity that is not the authorized user of the account is illegal and Verizon reserves the right to take appropriate legal action.

9. If you choose to access the Verizon Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which you reside. Verizon makes no representation that materials on the Verizon Web Sites are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

### **13. WARRANTIES AND LIMITATION OF LIABILITY.**

1. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE 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 OR OTHER AUTHORIZED EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT OR OTHER AUTHORIZED EQUIPMENT PROVIDED BY VERIZON), VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "VERIZON PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, 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 VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

2. VERIZON DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VERIZON HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY EQUIPMENT).

3. VERIZON DOES NOT WARRANT THAT ANY OF THE SERVICE, EQUIPMENT, OR OTHER EQUIPMENT AUTHORIZED BY VERIZON FOR USE IN CONNECTION WITH THE SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. VERIZON SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT (INCLUDING ANY OTHER EQUIPMENT AUTHORIZED BY VERIZON FOR USE IN CONNECTION WITH THE SERVICE), RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

4. IN NO EVENT SHALL THE VERIZON PARTIES OR VERIZON'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE

USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

5. THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, 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.

6. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 13 ALSO APPLY TO VERIZON'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

7. 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.

#### **14. 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 any other equipment used in connection with the Service (or the use of your Service or any such equipment 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; (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; or (d) in any manner that results in claims for infringement of any intellectual property rights.

#### **15. NOTICES.**



**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](mailto:NoticeofDispute@verizon.com) [7] 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](mailto:NoticeofDispute@verizon.com) [7] or from the Verizon Dispute Resolution Manager, and can also be found at [www.verizon.com/terms/disputes](http://www.verizon.com/terms/disputes) [8]. The notice must describe the nature of the claim and the relief being sought.

**Notice to Verizon.** 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.** 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.

## **16. GENERAL PROVISIONS.**

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 (Section 13) and Indemnification (Section 14), shall survive such termination.
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.
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.
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.**

5. Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Verizon or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement. Any export of the Software is strictly prohibited.

6. 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.

7. 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.

## **17. 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 18. 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](mailto:NoticeofDispute@verizon.com) <sup>[7]</sup> or through 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](http://www.verizon.com/terms/disputes) <sup>[8]</sup>.

Fill out and send the Notice of Dispute Form to us according to the directions on the form.

## **18. 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. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES MAY BE DIFFERENT, 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, 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, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, 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 ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

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. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE THE AAA'S CONSUMER ARBITRATION RULES OR CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://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 DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY 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. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

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](mailto:NOTICEOFDISPUTE@VERIZON.COM) <sup>[9]</sup> 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. WE'LL REIMBURSE 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.

5. WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION EVIDENTIARY HEARING. 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 DON'T 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 DON'T 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 ONLY 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 18.3 CANNOT BE ENFORCED AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE.

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.

## **Fios Internet TOS v. 20-1**

**Effective Date January 30, 2020**

### **ATTACHMENT A**

#### **ACCEPTABLE USE POLICY**

**1. General Policy:** Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy (“AUP”).

**2. Specific Examples of AUP Violations.** The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person’s computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, “spamming”, “flaming” or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate Verizon’s or any third party’s copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the Service to violate any rule, policy or guideline of Verizon; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l) download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or to destinations that are

otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

**3. Third Party Intellectual Property Infringement.** Verizon respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including, for example, under copyright law. Pursuant to Section 512 of the Digital Millennium Copyright Act, it is Verizon's policy to terminate the account of repeat copyright infringers in appropriate circumstances. In addition, Verizon expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract.

**4.** Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

## **Fios Internet TOS v. 20-1**

**Effective Date January 30, 2020**

### **ATTACHMENT B**

#### **ADDITIONAL SERVICES TERMS**

If you subscribe to any of the following services ("Additional Services"), the terms and conditions below apply to your use of the service(s) in addition to the terms of the Agreement.

##### **1. STORAGE SERVICES.**

**1. Service Description.** Cloud storage services, including service that may be marketed as Verizon Online Backup and Sharing or Verizon Cloud ("Storage Services") may be made available to you as an optional feature or additional service. Storage Services permit you to store, manage and access content you have created or that you have the legal right to access and copy on multiple platforms or devices ("Content"). The Content you may store, retrieve or back-up may depend on a number of factors including, the type of content and the device you use (e.g. PC, tablet, smartphone). Additional terms and conditions applicable to Storage Services that are included in User Guides and Policies posted on the Website are incorporated by reference and also govern your use.

**2. Content.** You are solely responsible for all Content that you (including your employees, contractors and agents), store or retrieve using any Storage Service. You represent and warrant that you own or have all necessary licenses, rights, consents and permissions (including but not limited to patent, trademark, trade secret, copyright and other proprietary rights i) to store the Content on the Storage Service and to permit access to such Content by others, and ii) to permit us to fully provide the facilities for the Storage Service and exercise the licenses you to grant to us in this Agreement. By using the Storage Services, you grant us a fully paid, royalty-free, irrevocable and fully assignable and transferable worldwide license to provide facilities for and take all actions with respect to the Content as may be necessary or reasonable to facilitate or provide Storage Services. The license rights granted by you to us shall include all rights under applicable current and future patents, copyrights and trademarks owned, licensed or licensable by you to the extent required or reasonable for Verizon to provide Storage Services to you including, without limitation, i) storing and retrieving Content; ii) conforming to connecting networks' technical requirements and iii) transcoding Content into a viewable or accessible format. We are not obligated to screen or monitor your Content but we reserve the right to do so and to remove any content as we deem warranted in our sole discretion, with or without notice to you. If you use the Storage Service via a Wi-Fi network, including use to transfer data between your mobile or other devices, you are solely responsible for ensuring the security of the WiFi network. We are not responsible for any loss of Content.

**3. Compliance with Legal Standards.** YOU ACKNOWLEDGE AND AGREE THAT THE STORAGE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE STORAGE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE TO USE THE STORAGE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE STORAGE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU UNDERSTAND THAT YOU ARE NOT PERMITTED TO USE THE STORAGE SERVICES TO STORE OR TRANSMIT PROTECTED HEALTH INFORMATION AS DEFINED IN THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") AND IMPLEMENTING REGULATIONS (45 C.F.R. 160.103) AND YOU AGREE NOT TO CAUSE, OR OTHERWISE REQUEST THAT VERIZON CREATE, RECEIVE, MAINTAIN OR TRANSMIT PROTECTED HEALTH INFORMATION (FOR YOU OR ON YOUR BEHALF IN CONNECTION WITH THE SERVICES OR IN ANY MANNER THAT WOULD MAKE VERIZON A BUSINESS ASSOCIATE (AS DEFINED AT 45 C.F.R. § 160.103) TO YOU.

**4. Open Source Software.** The Software provided with Storage Services may contain programming, scripts, tools, modules, libraries, components, or other items that were

developed using "open source" code (the "Open Source Software"). Open Source Software is provided to you under one or more open source license agreements that contain important information concerning ownership, terms of use, and rights, and restrictions for the applicable element of the Open Source Software. By obtaining, accessing, downloading and/or using Software or the Open Source Software, you agree that you have read, and understood, and will comply with, the terms and conditions of the applicable Open Source Licenses in addition to all other the terms applicable to Software under this Agreement.

**5. Termination.** Notwithstanding any other provisions of this Agreement, in the event of a breach by you of any terms of this Agreement, Verizon reserves the right immediately to terminate your Storage Service account without notice. You agree that if your Storage Service is terminated for any reason, Verizon has the right to immediately delete all data, files, and other content or information stored on your account without further notice to you. It is your responsibility to remove or copy any content in your storage account prior to termination or cancellation; otherwise, it may be lost. Verizon will also delete archived data.

**6. Use Requirements for Free Storage Accounts ("Free Account").** If you sign up for a Free Account, you must actively use it. To "actively use" your account means to upload, download, backup or restore content to it. In the event you do not use your Free Account for a period of sixty (60) days or more, Verizon may cancel your Free Account. We will provide notice of cancellation by email to your primary verizon.net email address. Use of your Free Account within fourteen (14) calendar days of the date of your cancellation notice will reactivate your account. It is your responsibility to remove or copy any content in your Free Account prior to cancellation or termination; otherwise, it will be lost. Verizon may, at its election, also delete archived data.

**7. Inactivity Disconnect Policy.** If your Storage Service is idle for fifteen minutes, it will be subject to automatic log-off. Your service may deemed idle if there appears to be no interactive, human-generated data received from the remote user's computer system within fifteen (15) minute period. An automated check of email or pinging of the host or other server data will not be considered interactive or human generated. You will not be subject to automatic log-off if while you are accessing your account from a wireless device.

8. Verizon Online Backup & Sharing is provided by DigiData Corporation, and Verizon Cloud is provided by Synchronoss Technologies, Inc. which are third party beneficiaries of this Agreement capable of enforcing its terms independently from Verizon.

## **2. EMAIL AND EMAIL MESSAGING SERVICE.**

**1. Email Service.** Access to email services may be provided to customers by a Verizon affiliate or a third party. Your use of any Verizon affiliate's or third party's email service will be governed by the email provider's terms of service, as well as the email provider's applicable privacy, email, security and anti-spam policies.



**2. Email Security.** Verizon reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including viruses, spam and phishing threats. These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters, anti-virus and anti-spyware software, and blocking selected ports. **Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any Verizon Affiliate or third party email service, you agree that delivery and receipt of email is not guaranteed and to Verizon's use of such Internet and email security measures we in our sole discretion deem appropriate.**

**3. VERIZON PROTECT HOME.** Verizon Protect Home is provided directly by Asurion and is subject to the separate terms and conditions of the Plan. Verizon customers should review these separate respective terms and conditions (at <https://www.verizon.com/about/terms-conditions/residential-terms-service>) prior to enrollment and use. Terms and conditions for Digital Secure can be found at <https://www.verizon.com/support/residential/internet/essentials/digital-secure-legal>.

1. For the purposes of this section, "Verizon Protect Home" refers to Additional Services that you may have chosen to provide technical support with your Fios Internet service.: These are services intended to address issues outside the scope of Verizon's standard technical support, and which may be provided by a third-party vendor, including without limitation Asurion Service Warranty, Inc. ("Asurion"), "Verizon", "we", and "our" includes Verizon and Verizon's vendor(s) who may provide or assist in providing Technical Support Services.

2.The Service may include: (i) configuration troubleshooting; (ii) resolution of software, operating systems and networking issues; (iii) virus/spyware support; (iv) support for certain peripheral devices at your premises, such as sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners, and devices that utilize network connectivity to send and receive data; (v) tune-ups for Mac or Windows PC laptops or desktop computers; and (vi) certain call handling by Asurion technicians.

## **2. Limitations of Verizon Protect Home.**

1. Verizon Protect Home Services do not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. Verizon Protect Home services do not include training on hardware or software use.

2. Verizon Protect Home services are not intended to replace the more advanced technical support that may be available from hardware or software manufacturers.

3. Verizon Protect Home services are for incident-specific troubleshooting and problem resolution, and excludes: (a) computer programming; (b) software development; (c)

warranty repairs or product replacement; (d) support for Windows® 7 and earlier versions of Windows; (e) support for Mac operating systems earlier than OS X; (f) problems or issues arising out of any impermissible or unauthorized use or modification of a product or (g) upgrades of firmware, software, operating systems, or applications. Use of Verizon Protect Home services does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications.

4. In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. Verizon Protect Home services are 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.

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.

### **3. Your Responsibilities.**

1. In order for us to provide Verizon Protect Home services, you must first confirm that you have: (a) full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and (b) 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 performance of the Verizon Protect Home services.** You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. Verizon Protect Home services are only available to you and those residing at your location and may not be transferred to any third party.

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 Verizon Protect Home services to you.

3. You hereby grant Verizon permission to view, access, and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform Verizon Protect Home services.

4. You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party.

### **4. Purchase Terms and Support.**

1. Verizon Protect Home services are offered on a month-to-month basis and require Verizon Broadband service.

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.

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 if (f) you cannot, or elect not to, pursue the course of action we recommend.

4. Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.

**5. Third Party Warranties.** Third-party equipment, software and peripheral products are 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 Verizon Protect Home services might have on third party warranties is acceptable to you.**

**6. Third Party Device Protection Plans.** Verizon and its third vendor, Asurion Services, LLC, may offer a Device Protection Plan for certain eligible products from a failure due to breakdown. The Device Protection Plan is provided by Asurion and is subject to the separate terms and conditions of the Protection Plan, which can be found here <http://www.verizon.com/about/sites/default/files/443-v-FIOS-0118-VZW-Who...> [11] Device Protection Plan customers should review these separate terms and conditions prior to enrollment and use. By purchasing or accepting any such Device Protection Plan, you agree to be bound by the terms and conditions of the Device Protection Plan provided by Asurion Warranty Services, Inc. or Asurion Florida Warranty Services, Inc. and administered by Asurion Services, LLC, which are third party beneficiaries of this Agreement and capable of enforcing the terms of the Device Protection Plan independently from Verizon.

**7. Customer Specific Service.** Verizon Protect Home services are only available to you and to persons you authorize. In either case, the terms of this Agreement will apply to the Services we perform.

**8. LIMITATION OF LIABILITY. VERIZON'S TOTAL LIABILITY ARISING OUT OF THE VERIZON PROTECT HOME SERVICES, 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 TECHNICAL SUPPORT SERVICE, OR (B) AS SET FORTH IN SECTION 13 OF THE AGREEMENT; 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.**

**4. INSIDE WIRE MAINTENANCE.** If you subscribe to Inside Wire Maintenance (IWM), which is offered by Verizon you agree to be bound by the terms and conditions of IWM, in addition to the terms set forth in this Agreement, which are located at <http://www.verizon.com/about/terms-conditions/residential-terms-service>, and incorporated herein by reference.

**5. RETIRING ADDITIONAL SERVICES:** LASTPASS, TOOLBAR, GAMES ON DEMAND, TECHSURE, TECHSURE PLUS, TECHSURE PREMIUM, VERIZON PREMIUM TECHNICAL SUPPORT SERVICE, TECH SUPPORT PRO, AND LIFELOCK SELECT. These products and services are not available for purchase at this time. The terms and conditions for these services are available in Attachment C.

**Internet TOS v. 20-1**

**Effective Date January 30, 2020**

## **ATTACHMENT C**

### **RETIRING ADDITIONAL SERVICES**

#### **1. LASTPASS SERVICE BY LOGMEIN USA, INC.**

1. LastPass is a password management service offered by LogMeIn USA, Inc., which is located at 320 Summer Street, Boston, MA 02210. LogMeIn USA, Inc. is a third party beneficiary of this Agreement and capable of enforcing its terms independently from Verizon. By accepting, accessing, or using LastPass, in addition to the terms set forth in this Agreement, You agree to be bound by LogMeIn USA, Inc.'s terms of service, located at <https://www.logmeininc.com/legal/terms-and-conditions> [12], which are

incorporated by reference as if set forth in its entirety herein (the “LogMeIn Terms”). Please review these terms carefully as they contain important limitations and conditions with respect to this Additional Service. The choice of law provision in the LogMeIn USA, Inc.’s term of service Section 9.15 shall not apply to any causes of action by or against LogMeIn USA, Inc. under or in relation to this Agreement. Any such causes of action in relation to this Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York.

2. The LogMeIn terms constitute a separate contract between you and LogMeIn USA, Inc. that governs your access to and use of LastPass. Verizon is not a party to that agreement between you and LogMeIn USA, Inc. Verizon is not responsible for the loss, corruption, or alteration of data, software or files that may result from performance of LogMeIn USA, Inc. You agree to look exclusively to LogMeIn USA, Inc. under the LogMeIn Terms for any claims that you may have related to the LastPass Service.

3. Verizon makes no warranty, express or implied, as to the LastPass service. Your sole warranty is as set forth within the terms you accept directly with LogMeIn USA, Inc.

4. If You receive the LastPass service from Verizon, and the service is terminated by You or Verizon for any reason, LogMeIn USA, Inc. may in its sole discretion may convert Your account and continue to provide the LastPass service to you directly (each a “Converted Account”). If LogMeIn USA, Inc. does so, the LastPass service under the Converted Account will be subject only to the LogMeIn Terms, and Verizon will have neither responsibility nor liability for the LastPass service if You continue to receive it under the Converted Account. You agree to look exclusively to LogMeIn USA, Inc. under the LogMeIn Terms for any claims that You may have related to LastPass service under the Converted Account.

5. Verizon’s total liability arising out of the LastPass service, or from Verizon’s negligence or other acts or omissions, if any, shall be limited, at Verizon’s sole discretion and option, as set forth in Section 13 of the Agreement. The remedies for a failure or breach of such limited warranty are exclusive.

## **2. VERIZON TOOLBAR.**

1. **Verizon Error Assist.** As part of the installation process, the Verizon Toolbar will request your consent to receive Verizon Error Assist pages and to change your default web search provider settings.

2. **Usage Data.** The Verizon Toolbar may communicate certain non-personally identifiable usage information to Verizon and/or third party licensors to help Verizon and its licensors compile aggregate statistical usage data for the Verizon Toolbar including but not limited to data regarding the number of Verizon Toolbar installations, unique users and searches performed. Such aggregated statistical information will not include any information that individually identifies Verizon Toolbar users. The Verizon Toolbar collects user’s IP addresses for the sole purpose of enabling proper geographic

localization, such as presenting weather information based on a user's current location. While the IP address is stored for backup purposes, neither Verizon nor its licensors use this information for any purpose other than geographic localization. The Verizon Toolbar does not collect any information that individually identifies users.

**3. Uninstalling the Verizon Toolbar.** Once installed, the Verizon Toolbar Software will automatically launch every time you execute the Microsoft Internet Explorer and/or Mozilla Firefox browser programs. You may uninstall the Verizon Toolbar Software at any time by clicking on "Settings" tool on the far right side of the Verizon Toolbar, and selecting "Uninstall" or by using the standard uninstall procedures included as part of your computer's operating system.

**4. Verizon Toolbar Software.** Verizon Toolbar Software is provided by Visicom Media, Inc., which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

### **3. VERIZON GAMES ON DEMAND.**

Verizon Games on Demand are manufactured by Exent Technologies, Inc., which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon. Verizon Games on Demand are not available for purchase at this time.

## **4. LIFELOCK SELECT SERVICE**

### **Description and Scope of Support**

For the purposes of this section of this Agreement pertaining to Lifelock Select, "Verizon", "we", and "our" includes Verizon and Verizon's vendor(s) who may provide or may assist in providing Lifelock Select, unless Verizon has no obligation or duty to provide certain portions of the Lifelock Select service, in which case, Lifelock, Inc. ("Lifelock" or "Lifelock, Inc.") will be specifically identified.

Lifelock service includes: Lifelock Select identity theft protection provides credit-fraud and fictitious identity monitoring all backed by restoral guarantees from Lifelock, Inc. Lifelock Select supports one primary member, up to ten (10) additional adults, and unlimited number of children. Lifelock Select services are offered in English only.

### **1. Limitations of Lifelock Select Services**

1. Lifelock Select does not protect you from having your financial or personal data compromised. It provides you monitoring of certain events, such as credit card usage, in order to stop any possible misuse of your data. No service is totally secure.

2. Lifelock Select helps protect a consumer's financial accounts and will be sold by Verizon to consumer customers for the protection of consumer assets. Lifelock Select does not offer any form of protection to business assets.

3. Verizon does not collect or store any of the data and personal information you provide to Lifelock for the Lifelock Select services. If you call Verizon as to any inquiries about your data, you will be transferred over to a representative of Lifelock. Verizon will not be able to assist you in regard to specific concerns or questions about your Lifelock Select service. Verizon will be able to assist you only in regard to any billing questions.

## **2. Your Responsibilities**

1. In order to be provided the Lifelock Select service, you must first proceed to the Lifelock website located at the “enroll now” button in your order confirmation from Verizon, to enroll in the Lifelock Select service directly through Lifelock, Inc. The enrollment process can also be reached via a link located at My Verizon self-care pages. Verizon does not enroll you in the Lifelock Select services. That process entirely takes place at the landing page you end up via either of the processes set forth above. Lifelock will provide instructions as to the enrollment process when you decide to start the enrollment process for Lifelock Select.

2. As part of the enrollment process, you must accept the Lifelock Select terms during the enrollment process. The Lifelock Select terms constitute a separate contract between you and Lifelock that governs your access to, and use of the Lifelock Select service.

Verizon is not a party to that agreement between you and Lifelock, Inc. **Verizon is not responsible for the loss, corruption or alteration of data, software or files that may result from performance of Lifelock, Inc.**

3. You agree to cooperate with and follow instructions provided by Verizon and Lifelock and acknowledge that such cooperation by you is essential to the delivery of Lifelock Select services to you.

4. You are responsible for any and all data, personal information, credit information, and bank information about yourself or any other individuals that are you include in your Lifelock Select services, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party. Such data should be provided only to Lifelock as part of their provision of the Lifelock Select service, and not to Verizon.

## **3. Support Procedures**

1. **Purchase Terms.** Lifelock Select services can be purchased either as part of a bundle or as a standalone service. You must accept not only these terms provided by Verizon but you must also enroll directly through the Lifelock website set forth above. You must additionally accept the terms provided by Lifelock. If you purchase the Lifelock Select service as a standalone service, and you fail to enroll with Lifelock within ninety (90) days from placing your initial order through Verizon, we may terminate your service upon notice to you, and refund any fees paid by you to Verizon. If you purchase

the Lifelock Select service as part of a bundled service from Verizon, you still have to enroll directly with Lifelock, and Verizon may or may not terminate your bundle even in the event you fail to enroll with Lifelock, if you accepted this Agreement as part of your order of the applicable bundled service. IF YOU PURCHASE THE LIFELOCK SERVICE UNDER A TERM PLAN, IF AVAILABLE, 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. IF YOUR LIFELOCK SELECT SERVICE IS TERMINATED FOR ANY REASON, IT IS YOUR RESPONSIBILITY TO INFORM ANY OF THOSE ADDITIONAL PERSONS COVERED BY INCLUSION OF THEM IN THE LIFELOCK SELECT SERVICES THAT THEY NO LONGER HAVE ANY COVERAGE OR PROTECTION PROVIDED TO THEM BY THE LIFELOCK SELECT SERVICES AS PROVIDED TO THEM PRIOR TO TERMINATION OF THE LIFELOCK SELECT SERVICES.

**2. Third Party Warranties.** Verizon makes no warranty, express or implied, as to the Lifelock Select service. Your sole warranty is as set forth within the terms you accept directly with Lifelock, Inc. upon enrollment with Lifelock, Inc. Please refer to those terms as located at <https://www.lifelock.com/legal/terms> <sup>[13]</sup>.

**3. Customer Specific Service.** Lifelock Select service is only available to you and to authorized persons you add to your Lifelock Select service.

**4. LIMITATION OF LIABILITY. VERIZON'S TOTAL LIABILITY ARISING OUT OF THE LIFELOCK SELECT SERVICE, OR FROM VERIZON'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT VERIZON'S SOLE DISCRETION AND OPTION, AS SET FORTH IN SECTION 13 OF THE AGREEMENT. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.**

5. Lifelock Select Services are provided by Lifelock, Inc., which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

## **5. TECHSURE, TECHSURE PLUS, TECHSURE PREMIUM, VERIZON PREMIUM TECHNICAL SUPPORT SERVICE, AND TECH SUPPORT PRO.**

### **1. Technical Support Services.**

1. For the purposes of this section, "Technical Support Services" refers to any of the following Additional Services that you may have chosen to provide technical support with your Fios Internet service: TechSure, TechSure Plus, TechSure Premium, Verizon Premium Technical Support Service, and Tech Support Pro. These are services



intended to address issues outside the scope of Verizon's standard technical support, and which may be provided by a third-party vendor, including without limitation Asurion Service Warranty, Inc. ("Asurion"), "Verizon", "we", and "our" includes Verizon and Verizon's vendor(s) who may provide or assist in providing Technical Support Services.

2. Depending on the particular Technical Support Service that you have chosen, the Service may include: (i) configuration troubleshooting; (ii) resolution of software, operating systems and networking issues; (iii) virus/spyware support; (iv) support for certain peripheral devices at your premises, such as sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners, and devices that utilize network connectivity to send and receive data; (v) tune-ups for Mac or Windows PC laptops or desktop computers; and (vi) call handling by Asurion technicians.

3. Certain Technical Support Services may also include Inside Wire Maintenance (IWM), which is offered by Verizon. If your Technical Support Service includes IWM, in addition to the terms set forth in this Agreement, you agree to be bound by the terms and conditions of IWM, which are located at <http://www.verizon.com/about/terms-conditions/residential-terms-service> [10], and incorporated herein by reference.

## **2. Limitations of Technical Support Services.**

1. Technical Support Services do not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. Technical Support Services do not include training on hardware or software use.

2. Technical Support Services are not intended to replace the more advanced technical support that may be available from hardware or software manufacturers.

3. Technical Support Services are for incident-specific troubleshooting and problem resolution, and excludes: (a) computer programming; (b) software development; (c) warranty repairs or product replacement; (d) support for Windows® 95 and earlier versions of Windows; (e) support for Mac operating systems earlier than OS X; (f) problems or issues arising out of any impermissible or unauthorized use or modification of a product or (g) upgrades of firmware, software, operating systems, or applications. Use of Technical Support Services does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications.

4. In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. Technical Support Services are 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.

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.

### 3. Your Responsibilities.

1. In order for us to provide Technical Support Services, you must first confirm that you have: (a) full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and (b) 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 performance of the Technical Support Services.** You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. Technical Support Services are only available to you and those residing at your location and may not be transferred to any third party.

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 Technical Support Services to you.

3. You hereby grant Verizon permission to view, access, and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform Technical Support Services.

4. You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party.

### 4. Purchase Terms and Support.

1. TechSure, TechSure Plus, and TechSure Premium are offered on a month-to-month basis and require Verizon Broadband service. Tech Support Pro was offered on a month-to-month basis and will be supported for customers who have previously purchased the service.

2. Verizon Premium Technical Support Service ("PTS") will be supported for customers who have previously purchased the service. PTS was offered: (a) for an unlimited number of Incidents within the duration of the plan selected ("Term Plan"); or (b) on a per-Incident basis (the "Per-Incident Service Plan"). For the Per-Incident Service Plan, Verizon will address a single Incident (as defined in Section 4.4.3 below) which shall include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section 4.4.4, 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 if you subscribe to our Per-Incident Service Plan. IF YOU PURCHASED PTS 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.

3. "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.

4. 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 if (f) you cannot, or elect not to, pursue the course of action we recommend.

5. Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.

**5. Third Party Warranties.** Third-party equipment, software and peripheral products are 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 Technical Support Services might have on third party warranties is acceptable to you.**

**6. Third Party Device Protection Plans.** Verizon and its third vendor, Asurion Services, LLC, may offer a Device Protection Plan for certain eligible products from a failure due to breakdown. The Device Protection Plan is provided by Asurion and is subject to the separate terms and conditions of the Protection Plan, which can be found here <http://www.verizon.com/about/sites/default/files/443-v-FIOS-0118-VZW-Who...> [11] Device Protection Plan customers should review these separate terms and conditions prior to enrollment and use. By purchasing or accepting any such Device Protection Plan, you agree to be bound by the terms and conditions of the Device Protection Plan provided by Asurion Warranty Services, Inc. or Asurion Florida Warranty Services, Inc. and administered by Asurion Services, LLC, which are third party beneficiaries of this

Agreement and capable of enforcing the terms of the Device Protection Plan independently from Verizon.

7. **Customer Specific Service.** Technical Support Services are only available to you and to persons you authorize. In either case, the terms of this Agreement will apply to the Services we perform.

8. **LIMITATION OF LIABILITY. VERIZON'S TOTAL LIABILITY ARISING OUT OF THE TECHNICAL SUPPORT SERVICES, 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 TECHNICAL SUPPORT SERVICE, OR (B) AS SET FORTH IN SECTION 13 OF THE AGREEMENT; 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.**

9. YOU ACKNOWLEDGE THAT THE ADVANCE DATA MIGRATION SERVICE AND TECH ON DEMAND SERVICE MADE AVAILABLE TO TECH SUPPORT PRO CUSTOMERS ARE NOT PROVIDED BY VERIZON, THAT VERIZON MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TECH ON DEMAND SERVICE, AND AGREE THAT VERIZON SHALL NOT HAVE ANY LIABILITY FOR THE PROVISION OF SUCH SERVICES, WHETHER IN TORT, CONTRACT OR OTHERWISE.

**Internet TOS v. 20-1**

**Effective Date January 30, 2020**