

## **Limited Warranty Verizon FiOS & Verizon High Speed Internet Products**

This limited warranty is provided by Verizon Online LLC ("Verizon") to eligible customers ("you" or "your") in connection with any of the products named or otherwise referenced herein that are either purchased by you from Verizon or, as may be the case with the Verizon FiOS Remote Control, provided to you by Verizon in connection with your FiOS®

TV installation (each, as applicable, "Covered Equipment"), whether over the phone, online or in person at an authorized Verizon retailer store ("Retailer"). This limited warranty does not address equipment that is Verizon-owned and rented by you in connection with any service provided by Verizon or otherwise.

### **LIMITED WARRANTY**

Subject to the limitations set forth in this section and otherwise set forth below, Verizon warrants to you that the Covered Equipment shall be free from defects in workmanship and materials, under normal use and in accordance with the owner's manual, if any, during the applicable limited warranty coverage period described below. Verizon's sole obligation to you under this limited warranty shall be to replace or repair any qualifying Covered Equipment. Any replacement equipment provided to you under this limited warranty may be new or refurbished. Subject to the conditions and exclusions set forth below, this limited warranty is transferable beyond the initial purchaser of the Covered Equipment.

### **COVERAGE PERIOD OF LIMITED WARRANTY**

Subject to the conditions in this section and the exclusions set forth below, Covered Equipment will be covered by this limited warranty for the following period of times:

- **Fios Home Router:** One (1) year from the following trigger date, as applicable:
  - a. The date that your Fios Home Router is installed by a tech, if your order included a tech-install.
  - b. The date that your billing commences for the service(s) associated with your Fios Home Router, if you specified the self-install option for your Fios Home Router.
  - c. The date of original purchase, if you purchased your Fios Home Router in a Verizon retail store, from the Verizon.com online store, or via the Fios TV Interactive Media Guide.
- **Fios Home Wi-Fi Extender:** One (1) year from the following trigger date, as applicable:
  - d. The date that your Fios Home Wi-Fi Extender is installed by a tech, if your order included a tech-install.
  - e. The date that your billing commences for the service(s) associated with your Fios Home Wi-Fi Extender, if you specified the self-install option for your Fios Home Wi-Fi Extender.
- The date of original purchase, if you purchased your Fios Home Wi-Fi Extender in a Verizon retail store, from the Verizon.com online store, or via the Fios TV Interactive Media Guide.
- **Verizon FiOS Quantum Gateway:** Two (2) years from the following trigger date, as applicable:
  - a. The date that your FiOS Quantum™ Gateway is installed by a tech, if your order included a tech-install.
  - b. The date that your billing commences for the service(s) associated with your FiOS Quantum Gateway, if you specified the self-install option for your FiOS Quantum Gateway.
  - c. The date of original purchase, if you purchased your FiOS Quantum Gateway in a Verizon retail store, from the Verizon.com online store, or via the FiOS TV Interactive Media Guide.
- **Fios Network Extender:** One (1) year from the following trigger date, as applicable:
  - a. The date that your Fios Network Extender is installed by a tech, if your order included a tech-install.

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- b. The date that your billing commences for the service(s) associated with your Fios Network Extender, if you specified the self-install option for your Fios Network Extender.
- The date of original purchase, if you purchased your Fios Network Extender in a Verizon retail store.
- **Verizon FiOS Broadband Home Router:** One (1) year from the following trigger date, as applicable:
  - a. The date that your Broadband Home Router is installed by a tech, if your order included a tech-install.
  - b. The date that your billing commences for the service(s) associated with your Broadband Home Router, if you specified the self-install option for your Broadband Home Router.
  - c. The date of original purchase, if you purchased your Broadband Home Router in a Verizon retail store.
- **Wireless Ethernet Coax Bridge (a/k/a Fios Network Adapter), Wireless Universal Serial Bus (USB) Adapter, Gigabit Ethernet Switch, PowerReserve, and Optical Network Terminal (ONT) Battery:** One (1) year from the date that billing commences for the purchased product.
  - a. **Verizon FiOS Remote Control:** Ninety (90) days from the following trigger date, as applicable: The date that your Verizon FiOS TV service is installed, if the Verizon FiOS Remote Control is provided to you by Verizon in connection with your FiOS TV service.
  - b. The date that billing commences for the Verizon FiOS Remote Control if the Verizon FiOS Remote Control is purchased by you.
- **Verizon FiOS Remote Control Extender, High Definition Multi-Media Interface (HDMI) Cables, Composite Audio/Visual Cable, Audio Cable, Inline Splice Connector, 2-Way Coax Splitter, 4-Way Coax Splitter, Dual-Line Filter, RJ11 Phone Cord, 2 for 1 Adapter, Component Cables, Coaxial Cables, Power Strips, Power Blocks, Desktop Ethernet Switches, Extension Stereos, Adapter RCA Y Connector (female), Optical S/PDIF Audio Cables, and Verizon High Speed Internet Gateway Router:** Ninety (90) days from the date that billing commences for the purchased product.

**HOW TO GET LIMITED WARRANTY SERVICE OR ASSISTANCE** Before you return the Covered Equipment to Verizon for limited warranty service within the limited warranty coverage period, you should first call Verizon at 1-800-VERIZON so that Verizon can confirm that the Covered Equipment is within the limited warranty coverage period and attempt to diagnose and correct the malfunction or other defect of the Covered Equipment over the telephone. If Verizon is unable to diagnose and/or fix the issue over the telephone, and the Covered Equipment is otherwise eligible for repair or replacement under this limited warranty, Verizon will provide you with the available options to exchange the Covered Equipment.

#### **LIMITED WARRANTY EXCLUSIONS**

This limited warranty will not apply to requests for repair or replacement in connection with Covered Equipment in the following circumstances:

- Any Covered Equipment is sent, or otherwise taken, outside of the United States.
- The Covered Equipment is not connected to the FiOS network, as applicable, so that remote diagnostics can be attempted.
- You are not the original owner of the Covered Equipment and the Covered Equipment has either not yet been paid for in full or has been reported as stolen to Verizon by the original owner or a subsequent owner.
- You are more than sixty (60) days past due on any of your payment obligations in connection with any Verizon service; provided, however, the limited warranty will be in full force and effect as soon as any such overdue payment(s) (together with any applicable late fees) is/are made in full and your account is restored to current status.

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- The Covered Equipment is altered in any way, or maintenance or repair work is performed improperly or incorrectly to any of the Covered Equipment.
- There is damage or other equipment failure due to the failure to maintain the Covered Equipment according to the owner's manual, if any; or there is improper storage, improper ventilation, reconfiguration of equipment, or the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements, if applicable.
- There is abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war, acts of God or other force majeure events in connection with the Covered Equipment.
- The Covered Equipment is used in a way that is inconsistent with the design of the equipment, the owner's manual, if any, or the way the manufacturer intended the equipment to be used.
- The Covered Equipment is used for any purpose other than your private non-commercial use.
- The request for limited warranty service is in connection with cosmetic damage to the Covered Equipment such as, but not limited to, scratches, dents, rust, or stains.
- The request for limited warranty service is in connection with nonfunctional parts of the Covered Equipment such as, but not limited to, plastics or finishes, or is in connection with expendable or lost items, such as, but not limited to, ear buds or head phones.
- The request for limited warranty service is in connection with any part of the Covered Equipment that is designed to be, or considered by Verizon or the manufacturer to be, consumed (worn out) during the life of the product, regardless of whether such part is replaceable or not.
- The request for limited warranty service is in connection with any in-warranty parts of the Covered Equipment that are not provided or shipped by the manufacturer, or the request for limited warranty service is in connection with operational or mechanical failure covered by manufacturer's recall, manufacturer's warranty extension, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
- The request for limited warranty service is in connection with consequential damages as a result of malfunctioning of, or damage to, an operating part of the Covered Equipment, or damage as a result of any repairs or replacements under this limited warranty, damage caused by delays in rendering service or loss of use during the period that the Covered Equipment is at the authorized service center or otherwise awaiting parts are not covered.
- The request for limited warranty service is in connection with operational or mechanical failure of the Covered Equipment which is not reported prior to expiration of the limited warranty coverage period.
- The request for limited warranty service is in connection with loss or damage to the Covered Equipment as a result of violation of existing federal, state, or municipal codes including, but not limited to, power surges or spikes resulting from a violation of those codes.
- The request for limited warranty service is in connection with transit or delivery damage to the Covered Equipment, damage caused by packing, unpacking, assembly, installation, or removal, short circuit, loss of use, lack of maintenance, bodily injury, adjustments, periodic checkups, or maintenance.
- The request for limited warranty service is in connection with any software, including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data where such software is not provided by Verizon.

**THIS LIMITED WARRANTY IS YOUR EXCLUSIVE WARRANTY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. VERIZON SHALL NOT BE LIABLE UNDER THIS LIMITED WARRANTY IF THE COVERED EQUIPMENT IS NOT WITHIN THE LIMITED WARRANTY COVERAGE PERIOD OR THE ALLEGED DEFECT OR MALFUNCTION OF THE COVERED EQUIPMENT RELATES TO ANY OF THE EVENTS, ACTS, OR OCCURENCES SPECIFIED ABOVE IN THE SECTION TITLED "LIMITED WARRANTY EXCLUSIONS".

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VERIZON ALSO EXCLUDES FOR ITSELF, ITS AUTHORIZED RETAILERS AND ITS SUPPLIERS, ANY LIABILITY IN CONNECTION WITH THE COVERED EQUIPMENT, WHETHER BASED IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ANY LOSS OF A FINANCIAL NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, EVEN IF VERIZON, ITS AUTHORIZED RETAILERS OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. VERIZON SHALL NOT BE LIABLE, AND YOU ARE SOLELY RESPONSIBLE FOR, THE BACKUP OF ALL DATA AND SOFTWARE RELATED TO YOUR COVERED EQUIPMENT.

**GOVERNING LAW AND DISPUTE RESOLUTION**

Without foreclosing any rights or options available to you under state or federal warranty laws, the governing law and arbitration clauses contained in the Verizon FiOS TV or the Verizon Online Terms of Service apply. The Verizon FiOS TV Terms of Service and the Verizon Online Terms of Service can each be found at <http://www.verizon.com/about/terms/>.