S1. TERMS AND CONDITIONS

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S1. TERMS AND CONDITIONS

S1.1 Application

a. The Product Guide sets forth the terms and conditions under which Customers ("Customer," "you" or "your") agree to use the Bundled Service offerings (as defined below) and under which Verizon South Inc. ("Verizon", "Company" or "we") agrees to provide the Bundled Services to Customers, unless otherwise noted.

b. The Product Guide is available online at **http://www.verizon.com/tariffs**. You may also obtain further information regarding the terms and conditions applicable to the Bundled Service offerings by telephoning Verizon at **800-837-4966**.

c. The Product Guide becomes a binding contract following your acceptance of the terms and conditions applicable to the Bundled Service you ordered. You are deemed to have accepted the terms and conditions of the Product Guide applicable to your Bundled Service upon your order of, use of, or payment for the Bundled Service following this notification.

d. Unless expressly stated otherwise, the Product Guide also applies to Customers who have entered into a separate contract for Bundled Service for a specified time period; provided, however, in the event of a conflict between the terms in the separate contract and the terms in the Product Guide, the terms in the separate contract shall control with respect to Bundled Service subject to that contract.

S1.2 General Terms and Conditions

a. **Services.** "Bundled Service" means the combination of services, such as toll services, retail calling plans and other telecommunications products or services, offered by Verizon in South Carolina as a single package or "bundle" of services for which the price, charges, terms and conditions of sale are specified in the Product Guide.

b. **Prices.** You are responsible for all charges associated with the Bundled Service offering selected, including all taxes, fees, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges due on account of the Bundled Service. Such taxes, fees, charges and/or surcharges are subject to change without notice to Customer except as may be required by law. Charges for ancillary services, including but not limited to, charges for installation, change orders, directory assistance and operator services used by Customer will be imposed at Verizon's current rates and such charges are also subject to change without notice to Customer except as may be required by law. Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to you.

c. **Credit Check/Deposit.** Customer authorizes Verizon to conduct a credit search which Verizon will use to determine the credit worthiness of the Customer.

S1. TERMS AND CONDITIONS

S1.2 General Terms and Conditions (Continued)

d. **Unauthorized Use.** Verizon shall not be liable for any damages, including charges for Bundled Service that Customer may incur as a result of the unauthorized use or misuse of the Bundled Service, or any part thereof, by Customer's family, guests, employees, third parties, or the public. Customer shall remain responsible for such charges.

e. **Indemnification.** Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever, arising from any use of the Bundled Service, or any component thereof, by you or any person you permit to use the Bundled Service, or any component thereof, including without limitation, liability resulting from the content of any communication such as defamation, fraud or invasion of privacy, any combination of the Bundled Service, or any component thereof, with other products or services not provided by Verizon, or any modification of the Bundled Service, or any component thereof, or any infringement of intellectual property.

f. **Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOMOR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. YOU AGREE THAT THE BUNDLED SERVICE OFFERINGS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE BUNDLED SERVICE, OR ANY COMPONENT THEREOF, WILL MEET YOUR NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.**

S1. TERMS AND CONDITIONS

S1.3 Limitation of Liability

a. **EXCEPT FOR DAMAGES RESULTING FROM THE UNAUTHORIZED OR ILLEGAL USE OF THE BUNDLED SERVICE, OR ANY COMPONENT THEREOF BY YOU OR YOUR FAMILY, FRIENDS, GUESTS, OR EMPLOYEES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE BUNDLED SERVICE, OR ANY COMPONENT THEREOF, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

b. **EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:**

   (1) FOR DAMAGES ARISING OUT OF ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS OR DEFECTS IN TRANSMISSION OR DEFECTS IN COMPANY FACILITIES (A "FAILURE"), INCLUDING SUCH DAMAGES CAUSED BY THE PARTY'S NEGLIGENCE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;

   (2) FOR INDEMNITY, THE REMEDIES SET FORTH IN SECTION 2.5;

   (3) FOR DAMAGES CLAIMED ON ACCOUNT OF ERRORS IN, OMISSION FROM OR INCLUSION INTO ITS DIRECTORIES, VERIZON ASSUMES NO LIABILITY;

   (4) FOR ANY DAMAGES ARISING OUT OF GROSS NEGLIGENCE OR THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;

   (5) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECTDAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE PRODUCT GUIDE FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

c. **NOTHING IN THIS SECTION SHALL LIMIT YOUR LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR THE BUNDLED SERVICE.**

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S1.4 Termination of Services

Verizon may either **SUSPEND** or terminate the Bundled Service, or any component thereof, for reasons as provided in the Product Guide. Upon termination, Customer shall be responsible for the payment of all charges due.

S1.5 Performance Excused

Verizon's performance shall be excused if said performance is delayed or prevented due to events known as force majeure, acts of any third party, or any cause(s) beyond its reasonable control, including, but not limited to, fire, vandalism, cut cable, power failures or labor difficulties.

S1.6 Customer Responsibilities

You agree to provide us with the access and support required to allow us to implement, maintain and provide the Bundled Service. You shall ensure that the facilities or equipment provided by you are properly interconnected with the Bundled Service, facilities and equipment provided by Verizon. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to Verizon, our customers, and/or our providers. You are solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Bundled Service and Verizon shall have no liability therefor.

S1. TERMS AND CONDITIONS

S1.7 Miscellaneous

a. The Product Guide, including these general terms and conditions, constitutes the entire agreement of the parties with respect to the Bundled Service offerings and takes the place of all prior agreements, negotiations, and representations, whether written or oral, concerning the Bundled Service offerings. Verizon may revise the terms and conditions of the Product Guide. We may decrease prices without prior notice. Increases to the prices or material changes to the Product Guide resulting in more-restrictive terms or conditions shall be effective no sooner than fifteen (15) days after notice is provided in a bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method permitted by law. If you do not agree to the revision(s), you must terminate your Bundled Service within fifteen (15) days of the date the notice was mailed or otherwise delivered. By continuing to use the Bundled Service after revisions are in effect, you are accepting and agreeing to all revisions. Price increases and more restrictive terms do not include (i) the introduction of a new Service, (ii) the addition of a new feature to existing Service, or (iii) the imposition of governmental charges.

b. Either party's failure to enforce any of the provisions of the Product Guide or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of the Product Guide. Any waiver must be written and signed by the Parties. The invalidity or unenforceability of any part of the Product Guide will not affect the other parts thereof, and the remaining terms and conditions of the Product Guide shall continue to apply as necessary to reflect the original intention of the parties.

c. Customer shall not transfer, assign or resell the Bundled Service, or any component thereof, without the prior written consent of Verizon. Verizon may freely assign or transfer all or part of our rights under the Product Guide without notice.