

VERIZON PENNSYLVANIA INC.
PRICE LIST FOR NON REGULATED SERVICES

Section B1-A
Sheet 1
Effective 8-1-12

Terms and Conditions of Voice Messaging Services

These Terms and Conditions will govern your Verizon Voice Messaging Services ("the Services") and replace any prior Terms and Conditions for the Services.

CHARGES

In addition to the monthly recurring charges for the Services, application and/or service order charges may apply. Such telephone service charges may include, but are not limited to, (i) for Message Rate or Measured Service customers, message unit or usage charges for calls forwarded to your mailbox and for calls made from your telephone service location to listen to, send, reply to, or copy messages, or to perform any other activities in connection with the Services, (ii) local or toll service charges if you call your mailbox while away from your telephone service location, (iii) charges for any call forwarding or related functions required to forward calls from any of your telephone numbers to your voice mailbox, or (iv) charges assessed by an alternate carrier if you forward numbers provided by a carrier other than Verizon. In addition to the charges for the Services, you are solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the Services. Verizon shall not be liable for any such charges. You may not charge any calls to the service access number or mailbox number, or otherwise use the Service(s) in a fraudulent manner. You are solely responsible for selection, implementation and maintenance of security features for defense against unauthorized use of the Services, as well as all charges for associated telephone services. Payment for all charges will be due according to the terms stated on your bill.

ALTERNATIVE NUMBERS

The Services may not be compatible with numbers provided by a carrier other than Verizon, or such numbers may require that a caller re-enter your telephone number in order to utilize the voice mail service.

CHANGES IN CHARGES, TERMS AND CONDITIONS OR YOUR SERVICES

Verizon shall have the right (i) to determine the availability of the Services, and (ii) to add, withdraw or change the Services and their features, their functions, and the manner in which they are provided, at any time. Provision of the Services is also subject to availability of facilities. Verizon may change the Terms, Conditions and/or charges for the Services at any time. Use of, or payment for, the Services after the changes become effective will be deemed to be assent by you to the change(s).

TARIFF APPLICATION

In the event that the Services are at any time subject to tariffs filed with, or regulations of, an applicable state or federal commission, then such tariffs and regulations shall govern the provision of such Services and in the event of any conflict, shall take precedence over any inconsistent Terms, Conditions or charges.

VERIZON PENNSYLVANIA INC.
PRICE LIST FOR NON REGULATED SERVICES

Section B1-A
Sheet 2
Effective 8-1-12

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LIMITED WARRANTY

If the Services do not perform substantially as described to you in the written information provided by Verizon to you, Verizon will repair the Services, at its expense. This warranty does not apply to failures in performance due to acts of God or other causes beyond the reasonable control of Verizon or misuse or abuse of the Services by you or other persons. **THE FOREGOING WARRANTY IS EXCLUSIVE AND NONTRANSFERABLE. VERIZON DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**

MAINTENANCE

At various times, Verizon will perform routine maintenance on its equipment and facilities that will temporarily render the Services unavailable for use by you. Verizon will attempt to notify you in advance of performing such maintenance by leaving a voice message in your voice mailbox, or otherwise. Verizon shall have no liability as a result of the unavailability of any Services due to the performance of such routine maintenance.

SERVICE INTERRUPTIONS

Except for routine maintenance, if Services that are subject to a monthly charge are interrupted, due to any cause other than the act or omission of you, a member of your household, your employees or agents, or a failure of facilities provided by you, for a period exceeding twenty-four (24) consecutive hours, Verizon shall credit you the monthly charges for the Services, pro-rated, for the period of time of the interruption in excess of the twenty-four (24) consecutive hour period. Service interruptions begin at the time you notify Verizon of the interruption.

VERIZON PENNSYLVANIA INC.
PRICE LIST FOR NON REGULATED SERVICES

Section B1-A
Sheet 3
Effective 8-1-12

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LIMITATION OF LIABILITY

Verizon's liability for any claim or damages arising in connection with the Services (including, but not limited to, claims or damages arising in connection with any interruption or other fault, failure, error or deficiency, in the Services), shall not exceed \$25.00, plus a refund of the pro-rated charges actually paid for the Services which give rise to the claim or damages. Verizon shall not be liable for any special, indirect, incidental, or consequential damages, including, but not limited to, loss of use, business, profits, data, or messages, or other commercial or economic loss. Verizon shall not be liable for any delay or failure to perform its obligations if such delay or nonperformance arises in connection with any requirement of law or government regulation or order, any action of a governmental entity, acts of God, acts of third parties, fires, floods, epidemics, strikes or other labor disputes, inability to obtain necessary equipment, parts or repairs thereof, freight embargoes, unusually severe weather, or any cause beyond the reasonable control of Verizon. The limitations of and exclusions from liability stated in this section "Limitation of Liability" shall apply whether claims are brought in contract, warranty, tort (including Verizon's negligence), or otherwise.

INDEMNIFICATION

You agree to indemnify and hold Verizon harmless from and against any and all liability, claims, damages, fines or penalties (including attorney fees) that may be sustained by reason of your failure to comply with federal, state and local laws, regulations and codes.

TERMINATION

You are responsible for payment of all charges incurred for Services provided prior to termination. You may notify Verizon at any time that you wish to terminate the Services. Verizon will terminate the Services within thirty (30) days of receiving notification. Verizon may terminate its provision of Services at any time, without cause, upon notice to you. Unlawful, fraudulent or abusive use of the Services may result in the discontinuance of the Services.

VERIZON PENNSYLVANIA INC.
PRICE LIST FOR NON REGULATED SERVICES

Section B1-A
Sheet 4
Effective 8-1-12

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GENERAL PROVISIONS

These Terms and Conditions shall be governed by the laws of the state in which the Services are provided. In the event that any provision of these Terms and Conditions shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of these Terms and Conditions, and these Terms and Conditions shall be construed as if they did not contain such invalid or unenforceable provision. The Services may not be used to make communications which are unlawful or harassing, or to make unsolicited communications to persons with whom you do not have an established relationship or who have notified you that they do not wish to receive communications from you.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND AGREE THAT IF, AFTER YOU RECEIVE THEM, YOU ORDER, USE OR PAY FOR ANY OF THE SERVICES, THE TERMS AND CONDITIONS AND ANY SUBSEQUENT CHANGES SHALL CONSTITUTE OUR ENTIRE AGREEMENT WITH YOU. THESE TERMS AND CONDITIONS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE-TO-STATE.