VERIZON VOICE LINK® TERMS OF SERVICE

Welcome to Verizon Voice Link Service.

Please read this agreement carefully before filing it in a safe place for future reference.

In this Agreement ("Agreement"), "you" and "your" mean the customer of Verizon Voice Link Service ("Service(s)") defined below, and "Verizon," "we," "our," and "us" mean the Verizon operating companies that provide you with Service (see Exhibit A for the specific Verizon company providing the Service in your state). You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. Providing false or incorrect information may result in Service provisioning delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency response center personnel.

This Agreement incorporates the terms of your Calling Plan. The Calling Plan includes your monthly service allowances, features and pricing. To the extent that there is a conflict between this Agreement and your Calling Plan, the terms in your Calling Plan will govern.

This Agreement becomes binding when you accept this Agreement. You accept this Agreement and Verizon's terms and charges when you subscribe to, use or pay for the Services or tell us orally or through written or electronic means that you accept the Agreement.

> **IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT. YOU WILL BE RESPONSIBLE FOR ANY CHARGES ASSOCIATED WITH THE SERVICE UNTIL THE SERVICE CANCELLATION DATE.**

1. SERVICE DESCRIPTION.

a) Verizon Voice Link Service is solely a residential wireless voice service that provides unlimited domestic nationwide calling. For purposes of this Agreement, the term "Service" products and services provided by Verizon under your Calling Plan.

b) The Service is not compatible with fax machines, DVR services, credit card machines, medical alert or other monitoring services or some High Speed or DSL Internet services.

c) If the Service Device (the "Device") is connected to a cordless phone base station, any telephone service within the home at the time of installation are functional with the Service.

d) The Device may not be compatible with certain monitored home security systems. Please check with your home security system provider to confirm the compatibility requirements of your home security system.

e) The Device must be connected to cordless or corded telephone hardware, as described in the Welcome Package. Never place any USB or other connector into the USB port of the Device under any circumstances. Doing so may damage the Device and negate its warranty. The USB port is designed for diagnostic purposes only, and is not intended for customer use.

f) The Service requires 10-digit dialing.

g) The Service does not allow the Customer to make 500, 700, 900, 950, 976, 0, 00, 01, 0+ or dial-around calls (e.g., 10-10-XXXX). Prepaid calling cards and calling cards that utilize toll-

free numbers may be used, although certain other types of calling cards may not work with the Service. The Service does not allow the Customer to accept collect calls or third-number billed calls. The Company will not bill any charges on behalf of other carriers. You must have an International Calling Plan in order to make international calls.

h) The Service is subject to the availability of adequate wireless coverage throughout your home, and is not available in all locations. Verizon will initially verify that adequate coverage is available at the location where the Device is placed in your home.

2. SERVICE USE AND LIMITATIONS; CUSTOMER OBLIGATIONS.

a) **Use of Service.** You agree that the use of the Service, without limitation, is your sole responsibility, is at your own risk, and is subject to all applicable local, state, national and international laws and regulations. This includes the use of the Service by others, with or without your permission. You may not resell, assign or otherwise transfer the Service or Agreement to any other person for any purpose, or make any change for the use of the Service, without express written permission from Verizon in advance.

b) **Loss of Service Due to Power Failure.** You are responsible for providing the commercial power necessary for the Service to operate. The Device includes a battery backup that provides up to 72 hours of standby power for your Service with up to 2 hours of talk time in the event of a commercial power outage. After the battery is exhausted, the Service (including 911 dialing) will not function until power is restored. In addition, if the landline phone to which the Device is connected requires external electrical power to operate, the Service (including 911 dialing) will not be available during a power outage even if the backup battery is functional. A power failure or disruption may require you to reset or reconfigure equipment prior to using the Service.

c) **International Calling, Directory Listings and Directory Assistance.** The current charges and rates for directory listings, international calling and directory assistance, as well as the available options, terms and conditions for these services can be found by logging into My Verizon at www.verizon.com. We may require that you provide us your consent in the form we specify before including your phone number(s) in our directory or directory assistance service. By agreeing to list your phone number(s) in Verizon's directory and/or directory assistance, you will be consenting to have your number included in a publicly available directory and your telephone number may be sold or licensed as part of a list of customers in accordance with applicable laws. Information on current rates is also available from Verizon Customer Service at 1-800-VERIZON (1-800-837-4966).

d) For additional technical information on the Device, please see the Product Safety and Information booklet that you received with your Device.

e) **Notice of Changes.** You agree to promptly notify Verizon whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit card number and expiration date). FAILURE TO PROVIDE NOTICE OF ANY NAME OR ADDRESS CHANGES COULD RESULT IN THE FAILURE OR DELAY OF THE EMERGENCY RESPONSE TO A 911 CALL. You acknowledge and agree that Verizon will be sending you notices and information about the Service and your account via e-mail or as provided in Section 7 below.

f) **Ownership of Device.** You acknowledge and agree that at all times ownership of the Device shall remain with us and that this Agreement allows you to use the Device only in connection with your receipt and use of the Service. We will repair and maintain the Device owned by us at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Device, in which case you will be financially responsible for the repair or replacement of the damaged Device. You also agree that the Device will not be serviced by anyone other than our employees or our designated agents or representatives.

Except as otherwise instructed by Verizon, upon termination of the Service you are responsible for returning the Device to us in an undamaged condition. Failure to return the Device within 30 days as instructed by Verizon, or returning the Device in a damaged condition (subject only to reasonable wear and tear), may result in our charging you an unreturned equipment fee. If instructed by Verizon to leave the Device in place, then you must not remove the Device and you will not be charged an unreturned equipment fee as long as the Device is left in place in reasonable condition (subject only to reasonable wear and tear.)

3. REVISIONS TO TERMS AND PRICING.

From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, the provisions that govern the way that you and Verizon resolve disputes and any of the policies incorporated by reference) and the prices for the Service. Increases to the prices or material revisions to the Agreement shall be effective no sooner than 30 days after we provide notice to you in accordance with Section 7 below. If you do not agree to Verizon's revision(s), you must terminate your Service immediately in accordance with this Agreement. By continuing to use the Service after revisions are in effect, you accept and agree to all revisions.

4. PRICING AND PAYMENT.

a) **Prices and Fees.** You agree to pay us for the Service at the prices and charges that are billed to you. Billing for the Service will begin automatically upon activation of the Service. Monthly recurring charges will be billed one month in advance. The charges for any particular call will depend on a number of factors which include, for example, your Calling Plan, call duration, and type of call (e.g., domestic or international). International calls to certain types of phone numbers (e.g., mobile numbers) may be subject to additional charges. If you activate certain features, such as three-way calling or call forwarding, additional per-minute or international charges may be incurred. You will be charged for calls forwarded to international numbers as though the forwarded calls originated from your Voice Link Service. All charges due are payable in immediately available U.S. dollars.

b) **Call rounding/detail.** For Calling Plans with per-minute measured usage, including international dialing, all calls are rounded up to the next highest minute and billed accordingly. Your call detail may not appear on your monthly paper bill or your charge card statement.

c) **Taxes and Other Charges**. Verizon also may charge you for any applicable taxes, fees, surcharges, account set-up fees or other charges made using the Service, unless you can show with documentation satisfactory to us that you are exempt from these charges. We will not provide advance notice of changes to taxes, surcharges and fees, except as required by applicable law.

d) **Payment.** You must pay all bills or invoices on time (on or before the due date). We do not waive our right to collect the full amount due if you pay late or if you pay only a part of the bill.

e) **Late Fees.** If we do not receive your total payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. The late fee will be equal to 1.5% or the late fee charged to Verizon local exchange customers in your state, whichever is greater. If Verizon uses a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including reasonable attorneys' fees and costs. If Verizon refers your account(s) to a third-party for collection, Verizon will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18 percent, to cover collection-related costs. If your payment is rejected, refused, returned, disputed or reversed by your financial institution or card issuer for any reason, Verizon has the right to charge a returned item fee and/or a late payment charge.

f) **Charge Card Payment.** You may choose to have your Service billed directly to a charge card acceptable to Verizon. If your charge card is declined, is invalid or payment is not made by the

issuer of your charge card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full.

g) **Credit Check.** We will evaluate your credit history before providing you Service. Your consent may be sought to obtain your credit information from consumer credit reporting agencies at any time and to share it with our affiliates. If your payment history is not acceptable to Verizon or if your payment history is unknown or indeterminable, you may be required, at any time, to provide: (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to Verizon and authorization for Verizon to charge usage to your credit card account; (iii) agreement that your use of Verizon's network and services will be subject to toll usage limits to be determined by Verizon; or (iv) a deposit. Verizon may refuse to furnish services if any charges owed by you to Verizon or any Verizon affiliate are past due for Service(s) provided to you.

h) **Deposits.** We may require that you provide us with a refundable deposit ("Customer Deposit"). 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 of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged equipment, if applicable. If you fail to pay for the Services when due, we may use the deposit to satisfy amounts due without giving notice to you.

5. TERM AND TERMINATION; SUSPENSION.

a) **Termination.** This Agreement shall continue, subject to the terms of this Section, until terminated by either party as permitted by this Agreement.

b) **Termination of Service with Notice.** Either you or Verizon may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth in this Agreement. Termination of Service by you will be effective within two business days of your notice to Verizon. Termination by Verizon shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement. Verizon will not refund monthly charges paid to Verizon when you terminate the Service between billing cycles.

c) **Limitation, Suspension and/or Termination of the Service by Verizon.**

i) Verizon can, without notice, limit, suspend or terminate your Service if: (1) you are in breach of any of the terms of this Agreement or any payment obligations with respect to the Service, or if charges owed by you to any Verizon affiliate are past due for Service(s) provided to you; (2) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Verizon's network or the use and enjoyment of other users; (3) we are required by a judicial, legislative or regulatory body of competent jurisdiction to suspend or terminate your Service; (4) a ruling, regulation, or order is issued by a judicial, legislative or regulatory body that conflicts with this Agreement; (5) we for any reason cease to offer the Service in whole or in part; (6) you no longer meet the prerequisites for the Service; (7) you, any user of your Service, or any authorized contact on your account threatens our representatives, uses vulgar and/or inappropriate language toward our representatives, "spams" or engages in other abusive messaging or calling; (8) we take action to prevent or to protect against fraud, or to otherwise protect Verizon's personnel, agents, facilities, or services; (9) you use, or attempt to use, the Service for commercial, business or other non-residential purposes; or (10) for any good cause. Verizon shall have sole discretion in its determination of whether any of the conditions (1) – (10) are met.

ii) **Repair of Service.** We have the right at any time to suspend or interrupt Services to make necessary repairs or changes in our facilities. We may refuse to repair Service if we determine that the conditions at your premises are unsafe for us or our agents.

d) If your Service is terminated prior to the end of a minimum service term, you may be required to pay an Early Termination Fee. If your Service is terminated for any reason, unless otherwise instructed by Verizon, you must return the Device to Verizon within 30 days, or you may be subject to an unreturned equipment fee.

6. RESTORATION OF SERVICE.

a) Whenever Service is disconnected for fraudulent or unauthorized use of the Service, Verizon may, before restoring Service, require the customer to make, at his or her own expense, all changes in facilities or equipment to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such use.

b) Verizon, in its sole discretion, may refuse to accept your request or application for Service following a termination or suspension of your use of the Service. You must pay past due charges before the Service is reconnected and, if your Service is terminated or suspended for any reason, you may be required to pay a reconnection fee if the Service is reactivated.

7. NOTICES.

If either of us intends to seek arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to Verizon of either arbitration or mediation should be sent to NoticeOfDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920, in the manner directed in the applicable Arbitration or Mediation Section of this Agreement. The notice must describe the nature of the claim and the relief being sought. For other notices you are required to make under this Agreement, you must call Verizon Customer Service at 1-800-VERIZON (1-800-837-4966). Verizon's notices to you under this Agreement will be provided by one or more of the following: posting on our Web site, recorded announcement, bill message, bill insert, e-mail to an address provided by you, voice mail, letter using United States mail or call to your billed telephone number and such notices are deemed given upon delivery.

8. PRIVACY POLICY.

a) The Service may use, in whole or in part, a managed data network, the public Internet and third-party networks to transmit voice and other communications. Verizon will take reasonable measures with respect to the secure transmission of the Service. Verizon will treat your personal information in accordance with its Privacy Policy available at www.verizon.com/privacy and the terms of this Agreement. The Verizon Privacy Policy is incorporated into this Agreement by reference. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of information about your account and your use of the Service. In the event of a conflict between Verizon's Privacy Policy and the other terms of this Agreement, this Agreement shall control.

b) In the course of providing Services to you, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of the telecommunications services you purchase. This information and related billing information is known as Customer Proprietary Network Information, or CPNI. (CPNI does not include your name, address, and phone number.) We may use this information, without further authorization by you, to offer you: (i) services of the type you already purchase from us, and (ii) the full range of products and services available from Verizon and other Verizon companies that may be different from the type of services you currently buy from us. Use of your information will permit us to offer you a package of services tailored to your specific needs. Without further authorization by you, we may also share your information with other Verizon companies with whom you already have an existing service relationship.

9. LIMITATIONS ON 911 EMERGENCY RESPONSE SERVICES.

a) **Our liability to you, to anyone dialing 911 using the Service, or to any other person or party, for any loss or damage arising from any acts, errors, interruptions, omissions, delays, defects, or failures of 911 services or emergency personnel, whether caused by our negligence or otherwise, shall not exceed the amount of our charges for such Services during the affected period of time. This limitation of liability is in addition to any other limitations contained in this Agreement.**

b) **Service Outage Due to Suspension of Your Account.** You agree that a Service outage due to suspension of your account as a result of billing issues will prevent ALL Service, including any E911 dialing and associated emergency response services.

c) **Potential Limitations.** You agree that any 911 calls made using the Service may be subject to network congestion and/or reduced routing or processing speed. If you have Call Forwarding, or other features programmed and in use at the time you dial a 911 call and your call is interrupted, the emergency dispatcher may not be able to call you back at the phone from which you dialed the call.

d) **Additional Service Limitations that Apply in the Event that Verizon Cannot Route Your 911 Call Directly to the Appropriate Emergency Service Provider.** If, for any reason, Verizon cannot directly route your 911 call to the appropriate emergency service provider, your 911 call may be routed to a Verizon operator. You agree that the operator and/or emergency response center personnel receiving your call may not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You agree that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to provide your phone number and physical location and/or if the Service is not operational for any reason. After you identify your location, the Verizon operator will determine the appropriate emergency response center for your location and route you to the general telephone number for that center.

e) **If the Device is moved or relocated from your Service location it may not function properly. Any movement of the Device from your Service location will impair your ability to receive emergency services when dialing 911, including the transmission of an incorrect address to emergency personnel.**

10. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.

a) We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by us or our third-party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and Software on your computer or the Equipment, and you agree to permit such changes and access to your computer and the Equipment. You may use the Software only in connection with the Service and for no other purpose.

b) Certain Software may be accompanied by an end-user license agreement ("EULA") from us 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.

c) For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, nontransferable license by us or our 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 us or our third-party licensors. You may not decompile, 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 we or our 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.

d) Your license to use the Software will remain in effect until terminated by Verizon or its third-party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of the Software.

11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

a) THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, MAKE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONCERNING YOUR SERVICE. VERIZON DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION.

b) IN NO EVENT SHALL VERIZON (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE 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 (2) ANY CLAIMS AGAINST YOU BY ANYOTHER PARTY.

c) VERIZON SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (2) EQUIPMENT, NETWORK OR FACILITY FAILURE, UPGRADE, SHORTAGE, RELOCATION OR MODIFICATION; (3) EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OR (4) ANY OTHER CAUSE THAT IS BEYOND VERIZON'S CONTROL.

d) VERIZON'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

e) 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. UPON DETERMINATION THAT ANY SUCH EXCLUSION OR LIMITATION DOES NOT APPLY, VERIZON MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT TO EFFECT THE ORIGINAL INTENT AS CLOSELYAS POSSIBLE.

f) VERIZON RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE).

12. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Verizon from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service);(b) negligent acts, errors or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (c) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Verizon; (d) claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; or (e) the absence, failure or outage of the Service, including the 911 emergency response service, and/or the inability of you or any third-party user of your Service to be able to access emergency response center personnel.

13. GENERAL PROVISIONS.

a) The Service is not subject to regulation by a state public utility commission or other state utility regulatory authority.

b) All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.

c) 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 or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

d) We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed. This Agreement is not for the benefit of any third party except Verizon's parents, affiliates, subsidiaries, agents and predecessors and successors in interest.

e) If any of the terms or conditions in this Agreement are held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not affect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.

f) Except as otherwise required by law, you and Verizon agree that the Federal Arbitration Act and the substantive laws of the state of your billing address, without reference to its principles of conflicts of laws, will be applied to govern and construe all of the rights and duties of the parties under this Agreement, except as otherwise required by law or to the extent such state law is preempted by applicable federal law, including the rules and regulations of the Federal Communications Commission. 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

YOUR BILLING ADDRESS, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT. 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 year after the claim or cause of action arises or such claim or cause of action is barred.

g) We reserve the right to modify the Service to reflect any change in any governing law, underlying network service or component affecting the Service.

h) Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future.

i) This Agreement, including all attachments and all other policies which are fully incorporated into this Agreement either by attachment or by reference, 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. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, written or electronic, are void.

14. 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 15. In our voluntary mediation program, we will assign an employee who is not directly involved in the dispute to help both sides reach an agreement. That person has all the rights and protections of a mediator and the process has all of the protections associated with mediation. For example, nothing said in the mediation can be used later in an arbitration or lawsuit. If you would like to know more, or you would like to start the mediation process, please contact us at NoticeofDispute@verizon.com or through Verizon Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920, for a Notice of Customer Dispute Form. Fill out and send the Notice of Customer Dispute Form to us according to the directions on the form.

15. ARBITRATION OR SMALL CLAIMS ACTIONS.

We hope to make you a happy customer, but if there is an issue that needs to be resolved, this Section outlines what's expected of both of us. **YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT.** There is no judge or jury in arbitration, and the procedures may be different, but an arbitrator can award you the same damages and relief, and must honor the same terms in this agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too. We also both agree that:

a) The Federal Arbitration Act applies to this Agreement. Except for small claims court cases that qualify, any dispute that in any way relates to or arises out of this agreement or from any equipment, products and services you receive from us (or from any advertising for any such products or services) will be resolved by one or more neutral arbitrators before the American Arbitration Association ("AAA") or Better Business Bureau ("BBB"). 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.

b) 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; in such cases, the loser can ask for a panel of three new arbitrators to review the award. For claims of $10,000 or less, the party bringing the claim can choose either the AAA's rules or the BBB's rules for binding arbitration or, alternatively, can bring an individual action in small claims court. You can get procedures, rules and fee information from the AAA (www.adr.org), the BBB (www.bbb.org) or from us. For claims of $10,000 or less, you

can choose whether you would like the arbitration carried out based only on documents submitted to the arbitrator, or by a hearing in person or by phone.

c) **THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR SHALL NOT HAVE THE POWER TO DETERMINE THAT CLASS ARBITRATION IS PERMISSIBLE. THE ARBITRATOR ALSO SHALL NOT HAVE THE POWER TO PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION, OR TO AWARD ANY FORM OF CLASSWIDE OR COLLECTIVE REMEDY. INSTEAD, THE ARBITRATOR SHALL HAVE POWER TO AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. NO AAA OR BBB RULE WILL APPLY IF IT CONFLICTS WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY CONTRARY PROVISION IN THE AAA OR BBB RULES, THE ARBITRATOR WILL BE BOUND TO APPLY LEGAL PRINCIPLES AND THE LAWS THAT GOVERN THIS AGREEMENT, AND DOES NOT HAVE THE POWER TO AWARD ANY RELIEF THAT IS NOT AUTHORIZED BYSUCH LAWS.**

d) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. Notice to Verizon should be sent to NoticeOfDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920. The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve our dispute within 30 days, either party may then proceed to file a claim for arbitration. Verizon will pay any filing fee that the AAA or BBB 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 or BBB. If that arbitration proceeds, we'll also pay any administrative and arbitrator fees charged later, as well as for any appeal to a panel of three new arbitrators (if the arbitration award is appealable under this Agreement).

e) We may, but are not obligated to, make a written settlement offer any time before arbitration begins. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If you do not accept the offer and the arbitrator awards you an amount of money that is more than our offer but less than $5,000, or if we do not make you an offer, and the arbitrator awards you any amount of money but less than $5,000, then we agree to pay you $5,000 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 $5,000, then we will pay you that amount.

f) An arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself.

g) **IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION 15 (c) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.**

h) **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS**

AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Verizon Customer Proprietary Network Information — Special Notice

Under Federal Law, you have the right, and we have the duty, to protect the confidentiality of your telecommunications service information. This includes information regarding the type, technical arrangement, quantity, destination, and amount of use of your telecommunications services, and the related billing for these services. We may use this information for marketing purposes, without further authorization by you, to offer you the full range of communications-related products and services available from Verizon and its affiliates, and to offer you a package of services tailored to your specific needs. These services may be different from the type of services you currently buy from us. Without further authorization by you, Verizon may also share this information with its affiliates and agents to offer you the full range of products and services mentioned above. In addition to local telephone services, these services include long distance, wireless, Internet access and video services. A more complete description of the Verizon companies and their service offerings is available at www.verizon.com or you may call your Verizon service representative at **1.800.VERIZON** (1.800.837.4966).

If you wish to restrict how Verizon and its affiliates use your information to offer you additional or different services than the type of services you currently receive from us, please call us at any time at 1.866.483.9700. Please have your bill and account number available. If you do not call within 30 days of receipt of this notice, we will assume your consent. You may call this number at any time after the initial 30-day period to register or remove your restriction. Your decision will remain in effect until you tell us otherwise. Whatever you decide will not affect our provision of service to you and does not eliminate all other marketing contacts by Verizon. If you have any questions, please call your service representative or account manager.

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