VERIZON SERVICE AGREEMENT

Long Distance and Regional Toll Services

verizon

Preamble and Acceptance

This Service Agreement ("Agreement") is made between you ("Customer," "You" or "Your") and **Verizon Long Distance LLC** and the **Verizon local exchange company** providing You regional toll (intraLATA) service as listed in Appendix A (individually and collectively referred to as "Verizon," "We," "Our," or "Us"). This Agreement sets forth Your rights and obligations, and Ours, concerning the Services (as defined in Section 2 below), including payments, credits, limitations of liability, arbitration, and other important terms and conditions governing the Services We provide to You.

By ordering, using or paying for Services, You are accepting and agreeing to the terms of this Agreement. The current version of this Service Agreement is available to You at www.verizon.com/tariffs/productguide.

1. Terms And Scope Of Agreement

In addition to the terms and conditions that follow, this Agreement includes and incorporates Our Product Guides, Price Lists and the terms of any Calling Plan You elect (collectively the "Supplemental Terms"). You acknowledge that it is impractical to print in this document the complete Product Guides, Price Lists and Calling Plans which contain service descriptions, charges and other terms and conditions applicable to the Services. You therefore agree that You will review, and Verizon may make available to You, those Supplemental Terms on Verizon's website at www.verizon.com/tariffs/productguide (the "Website"). If You are unable to access or view the Supplemental Terms or the current version of this Agreement at the Website, You may contact Us at the address or telephone number on Your bill and We will provide You with the information You request.

For any Services governed by a Verizon tariff on file with a federal or state regulatory agency, the terms of the tariff prevail. You may view existing tariffs and Product Guides for Your Verizon local exchange company at verizon.com/tariffs by selecting Your state for intrastate tariffs and Product Guides, and by selecting the U.S. flag for interstate tariffs and Product Guides. Verizon Long Distance Product Guides and tariffs are available at the Website www.verizon.com/tariffs/productguide. Upon removal of a tariff governing Your Service, this Service Agreement and any Product Guides that replace such tariffs will apply in lieu of the tariff, provided that You will continue to receive such Services under the same rates previously set forth in the tariff until and unless notified of a change pursuant to this Agreement.

2. Description Of The Services

You agree to subscribe to and use, and We agree to provide, Verizon's domestic and international long distance and regional toll services as more fully described in Our Product Guides, Price Lists, Calling Plans and Order confirmations to You, including interstate and intrastate interexchange calling and related calling services (collectively, the "Services"). Service availability may be limited by law and the availability of facilities. Service is offered subject to restrictions imposed upon Us by any authority having jurisdiction over Our provision of the Services. Any additional Services that You purchase from Us after acceptance of this Agreement shall also be covered by this Agreement.

3. Payment, Billing, Credit, And Deposits

A. We or Our billing services provider will bill You monthly, and You agree to pay Us, by the due date shown on the bill, all applicable charges for the Services (the "Charges"), including but not limited to monthly service fees, usage charges, applicable taxes, surcharges, Federal Universal Service Fund, cost recovery and administrative fees, early termination fees, Primary Carrier Charges, minimum spend level shortfall charges, and per-minute surcharges for calls that terminate to international wireless telephone numbers or other premium numbers. Monthly service and other recurring charges may be billed one month in advance.

B. You are responsible for payment of all Charges incurred for all calls placed by You or through Your equipment by any person, even if such Charges are incurred by third-party fraud or without Your knowledge. You are responsible for controlling access to, and the use of Your telecommunications equipment and facilities, and for ordering any calling blocks You deem appropriate. We shall have no liability for fraudulent calling made over Your Service, telecommunications equipment, or facilities.

C. All Charges due from You are payable to Us in immediately available U.S. dollars. We reserve the right to assess the maximum amount allowed by law, or less, as determined by Us, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

D. If we permit and You elect to be billed for the service on Your credit or debit card, Verizon will continue to bill the card until You tell us to cancel such billing, and You also agree that Verizon may receive updated card account information from Your card issuer.

E. If the Charges for the Services are billed by Your Verizon local carrier and You do not pay in full by the due date specified on the bill, Your Verizon local carrier will apply a late-payment charge equal to the late-payment charge that the local exchange carrier applies to unpaid or past-due local charges. If Your Verizon local carrier changes its late-payment rate or methodology, it will notify You of those changes. We will not notify You separately. If the charges for Services are not billed by Your Verizon local exchange carrier, we may assess a late payment fee as set forth in Your bill, which fee shall not exceed the maximum allowed by law. The late payment charge will begin to accrue no sooner than the 25th day after the billing date, or as allowed by law. In the event that We incur fees or expenses, including attorney's fees for collecting or attempting to collect any charges owed to Us, including check return fees, We, or Our billing services provider, may charge You, and You will pay all such fees and expenses reasonably incurred.

F. Any objections to billed Charges must be reported to Us within 30 days after receipt of the bill. Any claims for refund of overpayment must be made within two years of the date of the alleged overpayment. You may be required to establish credit and provide a security deposit or to provide an advance payment instead of, or in addition to, a security deposit. A limit on Charges may also be applied. A deposit shall not exceed the estimated charges for two months' Services plus installation.

G. If You are eligible to participate and enroll in Verizon's Paperless Billing program, You agree to view and pay Your bill electronically each month and to promptly update Your email address with Us if it changes. 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. You must continue to pay Your paper bill until You receive Your first email notification that Your bill is available online. If Your electronic payment is rejected for any reason, We may charge a return item fee (where permissible), cancel Your enrollment in the Paperless Billing program and resume sending paper bills.

4. Limited Warranty For Services And Remedy For Failures In Services

We warrant that the Services will function substantially in accordance with the service description and Calling Plan as set forth in the Product Guide. **If the services fail to function in this manner and the failure is not due to: (a) the fault of You, Your employees, or Your agents or (b) a contingency identified in paragraph 8 of this agreement, then we, at our expense, will repair the services so that they function substantially in accordance with the service descriptions. This limited warranty is exclusive and instead of all other warranties for failures in the services, whether express, implied, written or oral, including, but not limited to, warranties of merchantability and fitness for a particular purpose.** A pro-rated credit allowance may be requested by You for service outages of more than 24 hours for the non-usage portion (excluding fees and surcharges) of Your bill in those circumstances where a service outage is due to Our failure to meet the conditions of this Agreement.

5. Changes In Services, Charges, And Terms And Conditions

A. We reserve the right to change this Agreement, including the Supplemental Terms, at any time. The current version of this Agreement shall be available to You at the Website. From time to time we may update or make revisions to this Agreement, including revisions to the provisions that govern the way that You and We resolve disputes. Such revisions shall be effective upon posting on Our Website unless we specify another effective date. You agree to visit the Website periodically to review revisions. Notwithstanding this provision, if we make any changes to the arbitration provisions of this Agreement, such changes will not affect the arbitration of any disputes that was requested before the change.

B. We will notify You of any material change in this Agreement, in Your Services, or of an increase in Charges prior to the billing period, but no less than 30 days in advance, in which the changes would go into effect. Notification of the change in Your Services, increase in Charges, or change in material terms may be provided in the form of a bill insert or message on Your invoice; by postcard or letter; by Our calling and speaking to You or leaving a message for You; by posting on Our websites at www.verizon.com/terms or www.verizon.com/tariffs/productguide (Website); or by email to the contact email address You provided Us. Your continued use of Services or payment of Charges after provision of our Notice constitutes Your acceptance of the revision posted and/or described in the Notice. If You do not wish to accept such revisions, You must cancel and cease using the Services. Cancellation does not waive Your obligation to pay for Services used up to the date of cancellation.

6. Dispute Resolution - Arbitration, Mediation And Small Claims Court

You and we agree to resolve disputes relating to or arising out of the services or the Service Agreement without litigation. Accordingly, except for: a) actions seeking a temporary restraining order or an injunction related to the purpose of the Service Agreement; b) actions to compel compliance with this dispute resolution process or arbitration award hereunder; or c) as otherwise described below, You and we agree to follow the procedures set forth herein as the sole remedy for any controversy or claim arising out of or relating to the Services or the Service Agreement, including the Product Guides, price lists and calling plans. You and we agree that any such claims arising under the Service Agreement must be pursued only on an individual basis in accordance with the procedures set forth below. Even if applicable law permits class actions or class arbitrations, the procedure agreed to herein applies and You and we each waive any rights to pursue any claim arising under the Service Agreement on a class basis.

A. Voluntary Mediation

You have the option of participating in a free internal mediation program that Verizon offers. This program is entirely voluntary and does not affect either party's rights in any other aspect of the dispute resolution procedures outlined below. In the 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 would like to start the mediation process, please contact the Company at noticeofdispute@verizon.com or You can request a Notice of Dispute Form from Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920. A copy of the Notice of Dispute form can also be found at verizon.com/noticeofdisputeform. You should fill out and send the Notice of Customer Dispute Form to Verizon according to the directions on the form.

B. Arbitration or Small Claims Actions

1. **You and we 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 the customer the same damages and relief as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too.

2. 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 the Service Agreement or from any equipment, products and services You request or receive from us (or from any advertising for any such products or services), including any claims against 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 on Your behalf.

3. Unless we both agree otherwise, the arbitration will take place in the county where Your service is provided. For claims over $10,000, the AAA's arbitration rules for consumer disputes will apply if You are a residential customer and the AAA rules for commercial arbitration will apply if You are a business customer. In such cases, the losing party 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 the AAA's rules for binding arbitration or, alternatively, You can bring an individual action in small claims court in Your state where applicable. You can get procedures, rules and fee information from the AAA (www.adr.org) or Verizon. 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.

4. You and we agree that **no class or collective arbitrations may be brought or conducted even if allowable under the AAA procedures or rules.** Notwithstanding any other provision of the Service 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 rule will apply if it conflicts with the provisions of these general terms and conditions or the Service Agreement. In addition, notwithstanding any contrary provision in the AAA or Better Business Bureau ("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 by such laws. Any question regarding the enforceability or interpretation of this provision shall be decided by a court and not the arbitrator. **If for some reason the prohibition on class arbitrations set forth herein cannot be enforced, then the agreement to arbitrate will not apply.**

5. **Notice required for arbitration:** If either party 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, VC54N090, Basking Ridge, NJ 07920. The notice must describe the nature of the claim and the relief being sought. If the parties are unable to resolve the dispute within 30 days, either party may then proceed to file a claim for arbitration. We will pay any filing fee that the AAA charges for arbitration of the dispute. If You provide us with a signed written notice that You are financially unable to pay the filing fee, Verizon will pay the fee directly to the AAA and, if applicable, any administrative and arbitrator fees charged later, including any appeal to a panel of three new arbitrators (if the arbitration award is appealable as described above).

6. **Settlement offer:** We may, but are not obligated to, make a written settlement offer anytime before the arbitration evidentiary hearing begins (or, if there is no evidentiary hearing, before the parties complete submission of their evidence to the arbitrator). 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 the company does not make an offer to the customer and the arbitrator awards You any amount of money that is less than $5,000, then we agree to pay the customer $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 the amount awarded.

7. **No precedent:** 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.

8. **Waiver of jury trial:** If for any reason a claim proceeds in court rather than through arbitration, You and we agree that there will not be a jury trial. Both parties unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to the company's services or to the terms of the Product Guides and Service 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.

7. Governing Law, Venue And Statute Of Limitations

A. Except as otherwise required by law, You and Verizon agree that the Federal Arbitration Act and the substantive laws of the state where Your service is provided, 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 service 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.

B. **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.**

8. Contingencies

We will not be liable for delays, damages, or failures in performance due to Our routine maintenance and testing of the Services that We provide to You or to causes beyond Our reasonable control, including, but not limited to, acts of a governmental body, civil commotion, acts of God, acts of third parties, fires, floods, strikes or other labor disputes, or inability to obtain necessary equipment or services.

9. Consequential Damages And Liability Limitation

We will not be liable for consequential, incidental, indirect, or special damages, including, but not limited to, loss of business, profits, information, or other commercial or economic loss, whether such damages are based upon breach of contract, tort, including our negligence, or otherwise, even if we have been notified of the possibility of such damages. We shall not be liable for, and Customer indemnifies and holds Us harmless from, any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party, for any loss of Customer or other, or for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, caused or claimed to have been caused directly or indirectly by the operation, failure to operate, maintenance, or use of the services. No agents or employees of others shall be deemed to be our agents or employees. Our liability to You for damages due to failures in services arising from our negligence or breach of this agreement or failure to install the services in a timely manner shall in no event exceed the charges specified in this agreement for the period of the service interruptions.

10. Title

We, or Our suppliers, will own all rights, title, and interest in equipment, software, and facilities used by Us to provide the Services. You shall have no property right or interest in the use of any specific type of facility, service, equipment, or process.

11. Term, Termination, And Survival

This Agreement, unless terminated in accordance with this Agreement, shall remain in effect for the period during which We provide Services to You. Subject to applicable law, We reserve the right to discontinue any Service, limit Service, or to impose requirements with or without prior notice to You. We may terminate this Agreement in whole or in part if We give You thirty (30) days' advance written notice. We may terminate this Agreement, in whole or in part, if You breach a material term of this Agreement and You do not correct the failure within the fifteen (15) day period after we notify You of such breach. You may terminate this Agreement in whole or in part at any time by giving Us written or oral notice. If You terminate the Agreement or the Services, You will pay all Charges due to Us under the Agreement through the date of termination in addition to any Charges for early termination that apply to Your Calling or Term Plan, or Service Term.

12. Compliance With Laws

You and We will comply with all applicable laws, rules, regulations, ordinances, orders, and decrees in performing this Agreement. You may be subject to refusal, suspension or cancellation of Service, without prior notice, in order to permit Us to comply with any order or request of any governmental authority having jurisdiction. Any equipment or services that You provide and which connect with and/or interconnect with Our Service and equipment must comply with federal and state law and regulations.

13. Customer Equipment

You shall ensure that the facilities or equipment provided by You are properly interconnected with the Services, facilities and equipment provided by Us or Our suppliers. We reserve the right to inspect Your facilities to insure proper interconnection and compliance with the terms of this Agreement. If You maintain or operate the interconnected services, facilities or equipment in a manner which results or may result in harm to Our facilities, equipment, personnel, or the quality of service, We may disconnect the Services or require the use of protective equipment at Your expense.

14. Assignment and Successors

Without Your consent, We may assign all or part of this Agreement, including Our rights to receive monies under this Agreement. You shall not assign, subcontract, sublet, or transfer this Agreement, in whole or in part, without Our written consent. Any assignment, subletting, transfer, or subcontracting in violation of this paragraph shall be void. Subject to the preceding paragraph, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

15. Notices

Except as otherwise specified in this Agreement, notices required under this Agreement shall be provided as follows. You shall provide notice to Us by contacting Us via the methods set forth in Your monthly bill or by mail to Verizon, One Verizon Way, Mailcode: VC53S4 55, Basking Ridge, NJ, 07920. Notice by Verizon to You shall be deemed given, at Verizon's election, when sent by email to Your last-known email address according to our records, or when hand delivered or deposited in the United States mail addressed to Your billing address, or when included on or with Your monthly bill for Services.

16. Severability

If any of the terms or conditions in this Agreement is 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.

17. Entire Agreement

This Agreement supersedes all prior representations, understandings, or agreements on the subject matter of this Agreement. This Agreement may not be modified or waived except as described in this Agreement. With respect to all matters arising under this Agreement, this Agreement is a contract between You and solely the Verizon entity or entities that provides the Service to You.

V. 15.1 Effective September 1, 2015.

Appendix A

Verizon Telephone Companies providing Regional Toll Services

Your State	Company
Delaware	Verizon Delaware LLC
Maryland	Verizon Maryland LLC
Massachusetts	Verizon New England Inc.
New Jersey	Verizon New Jersey Inc.
New York	Verizon New York Inc.
North Carolina	Verizon South Inc.
Pennsylvania	Verizon Pennsylvania LLC
Rhode Island	Verizon New England Inc.
Virginia *(excluding counties below)*	Verizon Virginia LLC
Dumfries, Chesapeake, City of Manassas, City of Manassas Park, Occoquan, Stafford County, Quantico and Prince Williams County, VA	Verizon South Inc.
District of Columbia	Verizon Washington, D.C. Inc.



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