General Terms and Conditions

The following posted Terms and Conditions apply to all services in the Company's posted Product Guides, unless otherwise specifically noted in the description or terms of a particular service in the Product Guides located on the Company's web site. These posted Terms and Conditions, the posted Product Guides, applicable state tariffs and the Service Agreement bind the Customer and constitute a contractual arrangement upon acceptance and use of the Company's service.

Undertaking of the Company and Locations of Service

The Company's service is furnished to Customers for domestic interstate and international interexchange communications originating and terminating within the United States and also originating or terminating within certain international locations under the terms of the Service Agreement and the posted Product Guides, and posted Terms and Conditions. The Company's service is available twenty-four hours per day, seven days per week, except as otherwise provided in the Product Guides.

The Company arranges for installation, operation, and maintenance of the service provided in the Product Guides for the Customer. The Company may, when authorized by the Customer, act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the local exchange company), to allow connection of a Customer's location to the Company's service. The Customer shall be responsible for all charges due for such service arrangement.

Unless otherwise stated in the Product Guides, interstate interexchange service is not offered separately and is only provided with intrastate interexchange service. Interstate interexchange service plans are only available with their corresponding intrastate interexchange service plans, e.g. interstate Plan A Service is only offered with intrastate Plan A Service. The Company's intrastate interexchange exchange services are subject to these General Terms and Conditions if and to the extent that no state tariff, product guide or price list applies to such services. International service is only offered in conjunction with interstate service and cannot be ordered on a stand-alone basis.

Where network facilities and billing systems permit, the Company will block casual dialing.

Use of Service

Service may be used for any lawful purpose for which it is technically suited. Service may not be used for unlawful purposes. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company or its underlying carrier or service provider, as appropriate. Recording of telephone conversations transmitted over service provided by the Company is prohibited except as authorized by applicable federal, state and local laws.

Limitations of Service

Service is offered subject to the availability of the necessary facilities, equipment and/or Customer information, including, but not limited to, billing systems and information required for billing, and subject to the provisions of the Service Agreement and posted Terms and Conditions. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of the Service Agreement.

The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in the Service Agreement and posted Terms and Conditions), or when service is used in violation of provisions of the Service Agreement or the law.

The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in the posted Terms and Conditions, shall not be liable for errors in transmission or for failure to establish connections.

The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating or terminating location.

The Company reserves the right to refuse to process calling card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service. The Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment. In such circumstances, the Company's posted Product Guides, Terms and Conditions and/or Service Agreement will be revised accordingly.

Service is offered subject to restrictions imposed upon the Company by any authority having jurisdiction over the Company's provision of service

Limitations of Service, *(continued)*

The Company may require the Customer to sign an application for service form furnished by the Company and to establish credit as provided in the Service Agreement and posted Terms and Conditions, as a condition precedent to the initial establishment of service. The Company's acceptance of an application or order for service by an applicant whose credit has not been duly established may be subject to the deposit, advance payment and/or refusal of service provisions described in the Service Agreement and posted Terms and Conditions. The Company may also require a signed authorization from the Customer for additions to or changes in existing service for such Customer. An application for service canceled by the applicant or by the Company prior to the establishment of service is subject to the provisions of the Service Agreement and posted Terms and Conditions concerning cancellation charges.

Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or in the location of service. All terms and conditions contained herein shall apply to all such permitted transferees or assignees, as well as all conditions of service.

Limitations of Liabilities of the Company

Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the applicable charges (calculated on a proportionate basis where appropriate) for the period during which such error, mistake, omission, interruption or delay occurs.

In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or other service providers, or their respective agents, servants or employees.

Limitations of Liabilities of the Company, *(continued)*

The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, meteorological phenomena, floods, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.

The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or Customers, or by services, facilities or equipment provided by the Customer or such agents, servants, employees or Customers.

The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.

WITH RESPECT TO SERVICE PROVIDED BY THE COMPANY, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED HEREIN, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Liabilities of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

(i) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's services, facilities or equipment; and

(ii) Claims for patent infringement arising from combining or connecting the Company's services, facilities or equipment with services, facilities, equipment, apparatus or systems of the Customer or the Customer's agents, servants, employees, or customers; and

(iii) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided herein or separately agreed upon by the Customer and the Company. The Customer is responsible for all costs at his or her premises, including, but not limited to, personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

Installation

No installation of the Company's services at the Customer's premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

Payment for Service

Service is provided and billed on a monthly basis unless otherwise stated in the Product Guides. Bills are due and payable upon receipt. A late fee equal to that charged by the local exchange carrier serving the Customer may apply to any unpaid and past due balance. If the charges for Services are not billed by the Customer's Verizon local exchange carrier, the Company may assess a late payment fee of 1.5% per month, up to the maximum amount allowed by law.

The late fee may be charged by the Company directly or by the Company's billing services provider. The late fee begins to accrue no sooner than the 25th day after the billing date. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company, or its billing services provider, may charge the Customer, and the Customer will pay all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.

The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or Customers. The Customer is also responsible for payment of charges for all other third person use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent in immediately available U.S. dollars. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via the Customer's Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

The Company reserves the right to assess a charge of $20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

The Customer shall be responsible for payment of rates and charges for all calls placed by or through Customer's equipment by any person. In particular and without limitation of the foregoing, the Customer is responsible for payment of rates and charges for any calls placed by or through the Customer's equipment via any remote access features.

The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.

Payment for Service, *(continued)*

In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

Duplicate Bill Charge

A Customer who requests a reprint of their monthly long distance bill that is older than six months and whose long distance charges are billed by an affiliated local exchange company will be assessed the monthly charge applied by the affiliated local exchange company.

Deposits

Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. The Company shall pay interest on deposits pursuant to applicable rules and regulations. The Company may set toll usage limitations on applicants for service and existing Customers whose financial condition cannot be verified or is otherwise unacceptable to Company. Any toll usage limits may be increased or decreased by the Company as it deems appropriate in light of changing conditions.

A deposit shall not exceed the estimated charges for two months service, plus installation, and shall be returned: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of twelve (12) consecutive months of a satisfactory credit history; or 3) upon discontinuation of service. The Company shall apply the deposit against any outstanding balances due. If a credit balance exists after such application, the Company shall refund the balance to the Customer.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of services, channels, equipment and/or communications systems provided by the Customer or the Customer's agents, servants, employees, or customers, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via dial access code.

For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

For services with monthly recurring charges, credit is computed by multiplying the monthly recurring rate by the ratio that the number of hours in the period of interruption bears to 720 hours (30 days times 24 hours). The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges. Credits for services billed on a usage basis will be determined as set forth above.

An interruption is measured from the time the Customer notifies the Company of the interruption until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. Unless otherwise specified in the Product Guide, the credit for a billing period shall not exceed the monthly rate.

Cancellation, Suspension and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the cancellation of service for charges incurred before cancellation. The Customer shall pay such bills in full in accordance with the payment terms of the Service Agreement, Company's tariff, and the posted Terms and Conditions.

Cancellation by the Customer

The Customer may have service canceled upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Cancellation of service is subject to early termination liability obligations set forth in the Product Guides.

Refusal, Suspension or Cancellation of Service without Prior Notice

Service may be suspended by the Company, without prior notice to the Customer, by blocking traffic and/or all services to certain cities, countries, NPA-NXX exchanges, or individual telephone numbers:

- When the Company deems it necessary to take such action to prevent unlawful or fraudulent use of its service. The Company will restore services as soon as it can be provided without undue risk.

- For violation of law, these posted Terms and Conditions, the Product Guides or the Service Agreement: Except as provided elsewhere in the Service Agreement, the Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, for any violation of terms of the Service Agreement or Product Guides, for any actual or apparent violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.

- For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.

- For unauthorized or unlawful use of Authorization Codes: Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without prior notice.

- The Company may refuse, suspend or cancel service immediately and without prior notice in the event of excessive network usage which is determined to be fraudulent or beyond the Customer's demonstrated ability to pay.

- in the event of Customer or Customer's authorized user use of equipment in such a manner as to adversely affect the Company's facilities and/or equipment or service to others.

Refusal, Suspension or Cancellation of Service without Prior Notice, *(continued)*

- in the event of tampering with the facilities and/or equipment or services owned by the Company or its suppliers and used to provide service.

- in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

Refusal, Suspension or Cancellation of Service with Notice

The Company may refuse, suspend, or cancel service under the following conditions provided that existing Customers shall be given 15 days written notice to comply with any rule or remedy any deficiency.

- The Company reserves the right to refuse, suspend, or cancel service for applicants or Customers who cannot show reasonable credit-worthiness or cannot satisfy deposit requirements set forth herein.

- For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue. Cancellation of service for nonpayment is subject to early termination liability obligations set forth herein.

- For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

- For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.

- For use of service for any purpose other than that described herein for the application for service.

- For neglect or refusal to provide reasonable access to the Company or its agents, employees, or contractors for the purpose of inspection and maintenance of facilities and/or equipment owned by the Company or its suppliers and used to provide service.

Restoration of Service

If service has been refused, suspended or canceled for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the refusal, suspension, or cancellation (if other than nonpayment) is corrected.

Use and Restoration in Emergencies

The use and restoration of service in emergencies shall in all cases be subject to the priority system specified in Part 64, Subpart D, of Chapter 47 of the Code of Federal Regulations.

Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's Service Agreement, posted Rates, Terms and Conditions, posted Product Guides and/or tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable rates, terms and conditions of the Company, as amended from time to time, which are lawfully on file or posted on the Company's web site. Any change in rates or other provisions which are lawfully made and for which required notice has been given shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information, or a failure by the Customer to provide material information, in an application for service (either written or verbal) shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such circumstances, the Company may, at its option and with proper notice, revoke the application and refuse, cancel or suspend any service provided to the Customer without further liability or obligation to the Customer.

Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems. The Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of the Product Guide and the other common carrier's rates, terms and conditions.

The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the services, facilities and equipment of the Company and its suppliers. If the Customer maintains or operates the interconnected services, facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company and its suppliers shall be made available to the Company for such inspection, tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

Local Charges and Wireless Air Time Charges

In certain instances, the Customer may be subject to local exchange company charges including, but not limited to, message unit charges or to wireless company air time charges to access the Company's network or to terminate interstate calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

Alternative Dispute Resolution (ADR)

THE COMPANY AND THE CUSTOMER (PARTIES) AGREE TO RESOLVE DISPUTES ARISING OUT OF SERVICES PROVISIONED PURSUANT TO 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 C) TERMINATION OF THE SERVICES, OR AS OTHERWISE DESCRIBED BELOW, THE PARTIES AGREE TO FOLLOW THE ADR PROCEDURE SET FORTH HEREIN AS THEIR SOLE REMEDY WITH RESPECT TO ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT OR PRODUCT GUIDES, INCLUDING THESE GENERAL TERMS AND CONDITIONS. THE PARTIES AGREE THAT ANY SUCH CLAIMS ARISING UNDER THE SERVICE AGREEMENT OR PRODUCT GUIDES MUST BE PURSUED ON AN INDIVIDUAL BASIS IN ACCORDANCE WITH THE PROCEDURE NOTED BELOW. EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, THE ADR PROCEDURE AGREED TO HEREIN APPLIES AND THE PARTIES WAIVE ANY RIGHTS TO PURSUE ANY CLAIM ARISING UNDER THE SERVICE AGREEMENT OR PRODUCT GUIDES ON A CLASS BASIS.

The ADR procedures are as follows:

Voluntary Mediation

The Company 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 below. In the voluntary mediation program, the Company 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 the Customer would like to know more, or would like to start the mediation process, please contact the Company at NoticeofDispute@verizon.com or through Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920, for a Notice of Customer Dispute form. A copy of the Notice of Dispute form can also be found at www.verizon.com/terms/disputes. The Customer should fill out and send the Notice of Customer Dispute Form to Verizon according to the directions on the form.

Alternative Dispute Resolution (ADR), *(continued)*

Arbitration or Small Claims Actions

THE CUSTOMER AND THE COMPANY 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. THE PARTIES ALSO BOTH AGREE THAT:

- 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 THE PRODUCT GUIDES, INCLUDING THESE GENERAL TERMS AND CONDITIONS, OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES THE CUSTOMER REQUESTS OR RECEIVES FROM THE COMPANY (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"). THE CUSTOMER CAN ALSO BRING ANY ISSUES THEY MAY HAVE TO THE BETTER BUSINESS BUREAU (“BBB”), OR TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST THE COMPANY FOR THE CUSTOMER.

- UNLESS THE CUSTOMER AND THE COMPANY AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF THE CUSTOMER’S BILLING ADDRESS. FOR CLAIMS OVER $10,000, THE AAA'S ARBITRATION RULES WILL APPLY; 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, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THE CUSTOMER CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR FROM THE COMPANY. FOR CLAIMS OF $10,000 OR LESS, CUSTOMERS CAN CHOOSE WHETHER THEY WOULD LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN–PERSON OR BY PHONE.

Alternative Dispute Resolution (ADR), *(continued)*

Arbitration or Small Claims Actions, *(continued)*

- THE CUSTOMER AND THE COMPANY 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 OR THE PRODUCT GUIDES, 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 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.

Alternative Dispute Resolution (ADR), *(continued)*

Arbitration or Small Claims Actions, *(continued)*

- 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 THE COMPANY 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. THE COMPANY WILL PAY ANY FILING FEE THAT THE AAA CHARGES THE COMPANY FOR ARBITRATION OF THE DISPUTE. IF THE CUSTOMER PROVIDES COMPANY WITH A SIGNED WRITTEN NOTICE THAT CUSTOMER IS 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.)

- THE COMPANY MAY, BUT IS 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 THE CUSTOMER DOES NOT ACCEPT THE OFFER AND THE ARBITRATOR AWARDS TO THE CUSTOMER AN AMOUNT OF MONEY THAT IS MORE THAN THE COMPANY'S OFFER BUT LESS THAN $5000, OR IF THE COMPANY DOES NOT MAKE AN OFFER TO THE CUSTOMER, AND THE ARBITRATOR AWARDS THE CUSTOMER ANY AMOUNT OF MONEY BUT LESS THAN $5000, THEN THE COMPANY AGREES TO PAY THE CUSTOMER $5000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE AS WELL AS REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR THE CUSTOMER'S CASE. IF THE ARBITRATOR AWARDS THE CUSTOMER MORE THAN $5000, THEN THE COMPANY WILL PAY THE CUSTOMER THAT AMOUNT.

Alternative Dispute Resolution (ADR), *(continued))*

Arbitration or Small Claims Actions, *(continued)*

- 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.

- IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

- IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, THE CUSTOMER AND COMPANY 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.

- IN ALL ARBITRATIONS, THE ARBITRATOR MUST GIVE EFFECT TO THE APPLICABLE STATUTES OF LIMITATIONS AND SHALL NOT BE AFFORDED ANY AUTHORITY TO AWARD RELIEF IN EXCESS OF WHAT THIS AGREEMENT PROVIDES OR TO ORDER CONSOLIDATION OR CLASS ARBITRATIONS. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

- **Notice for Arbitration:** If either of 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 the Company should be sent to NoticeofDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920. A copy of the Notice of Dispute form can be obtained from NoticeofDispute@verizon.com or from the Verizon Dispute Resolution Manager, and can also be found at www.verizon.com/terms/disputes. The notice must describe the nature of the claim and the relief being sought.

Other Rules

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

Due to billing system limitations, where noted in the Product Guides, certain billing differences may exist based on the specific system utilized for developing and rendering the Customer's bill.

For demonstration or promotional purposes, services offered to Residential Customers may be provided on a temporary basis over telephone lines designated with a Business class of service or installed in business locations.

Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.

From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed $100) to potential business or residential Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by Telcordia Technologies (formerly Bellcore), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call. Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time begins when connection is established between the calling party and the called party and ends when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network or by an operator. Minimum call duration for billing purposes is one minute unless otherwise specified in the Product Guide. Calls are measured and billed in one minute increments on a per call basis, unless otherwise indicated in the Product Guide. Fractional billing increments are rounded to the full billing increment as stated in the product description. No charges apply to incomplete calls. An incomplete call is a call in which the called station does not answer, or a person-to-person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges. Usage charges are computed on a per call basis. When computation of call charges result in fractional cents, the resulting charge is rounded to the nearest penny unless otherwise specified in the Product Guide.