# My Verizon Wireless Customer Agreement

(Para una copia de este documento en español, visite a nuestro website: espanol.vzwshop.com)

Thanks for choosing Verizon Wireless. In this Customer Agreement, you'll find important information about your Service, including our ability to make changes to your Service or this agreement's terms, our liability if things don't work as planned and how disputes are resolved. If you're signing up for Service for a minimum contract term, you'll also find information about that contract term and what happens if you cancel a line of Service early or don't pay on time.

#### My Service

Your Service terms and conditions are part of this agreement. Your Plan includes your monthly allowances and features, where you can use them (your "Coverage Area"), and their monthly and pay-per-use charges. You can also subscribe to several Optional Services, like text messaging packages. Together, your Plan and any Optional Services you select are your Service. The terms and conditions for your Service can be found in the brochures that are available when you activate, or online at verizonwireless.com

## **How Do I Accept This Agreement?**

You accept this agreement by:

- Agreeing in writing, by email, over the phone, or in person;
- Opening a package that says you are accepting by opening it; or
- Activating your Service.

When you accept, you're representing that you are at least 18 years old and are legally able to accept an agreement. If you're accepting for an organization, you're representing that you are authorized to bind that organization, and where the context requires, "you" means the organization.

If you don't want to accept, don't do any of these things. If you do accept, you can cancel a line of Service within 14 days of accepting without having to pay an early termination fee as long as you return any equipment you purchased at the time you accepted, but you'll still have to pay for your Service through that date. If you signed up for Prepaid Service, no refunds will be granted after 14 days or if your account has been activated.

# My Privacy

We may collect personal information about you. We may also gather some information through our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of our telecommunications services. You can find out how we use, share and protect the information we collect about you in the Verizon Privacy Policy, available at verizon.com/privacy. If you subscribe to Service for which usage charges are billed at the end of the billing period ("Postpay Service"), we may investigate your credit history at any time and share credit information about you with credit reporting agencies and other Verizon companies. If you'd like the name and address of any credit agency that gives us a credit report about you, just ask.

Many services and applications offered through your device may be provided by third parties. Some of these services and applications, which you may block or restrict at no cost, may involve charges for which you will be billed. The amount and frequency of the charges will be disclosed when you agree to the charges. Before you use, link to or download a service or application provided by a third party, you should review the terms of such service or application and applicable privacy policy. Personal information you submit may be read, collected or used by the service or application provider and/or other users of those forums. Verizon Wireless is not responsible for any third-party information, content, applications or services you access, download or use on your device. You are responsible for maintaining virus and other Internet security protections when accessing these third-party products or services. For additional information, visit the Verizon Content Policy at http://responsibility.verizon.com/contentpolicy

What Happens If My Postpay Service Is Canceled Before the End of My Contract Term?

If you're signing up for Postpay Service, you're agreeing to subscribe to a line of Service either on a month-to-month basis or for a minimum contract term, as shown on your receipt or order confirmation. (If your Service is suspended without billing, that time doesn't count toward completing your contract term.) Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis for that line of Service. If you cancel a line of Service, or if we cancel it for good cause, during its contract term, you'll have to pay an early termination fee. If your contract term results from your purchase of an Advanced Device after November 14, 2009, your early termination fee will be \$350 minus \$10 for each full month of your contract term that you complete. (For a complete list of Advanced Devices, check verizonwireless.com/advanceddevices.) Otherwise, your early termination fee will be \$175 minus \$5 for each full month of your contract term that you complete. Cancellations will become effective on the last day of that month's billing cycle, and you are responsible for all charges incurred until then. Also, if you bought your wireless device from an authorized agent or third-party vendor, you should check whether they charge a separate termination fee.

#### Can I Take My Wireless Phone Number to Another Carrier?

You may be able to take, or "port," your wireless phone number to another carrier. If you port a number from us, we'll treat it as though you asked us to cancel your Service for that number. After the porting is completed, you won't be able to use our service for that number, but you'll remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation. If you're a Prepaid customer, you won't be entitled to a refund of any balance on your account. If you port a number to us, please be aware that we may not be able to provide some services right away, such as 911 location services. You don't have any rights to your wireless phone number, except for any right you may have to port it.

# **Directory Information**

We will not publish your wireless phone number in any available directory or give it to anyone for that purpose, unless you ask us to.

#### Can I Have Someone Else Manage My Postpay Account?

No problem — just tell us by phone, in person, or in writing. You can appoint someone to manage your Postpay account for a single transaction, or until you tell us otherwise. The person you appoint will be able to make changes to your account, including adding new lines of Service, buying new wireless devices, and extending your contract term. Any changes that person makes will be treated as modifications to this agreement.

## Can Verizon Wireless Change This Agreement or My Service?

We may change prices or any other term of your Service or this agreement at any time, but we'll provide notice first, including written notice if you have Postpay Service. If you use your Service after the change takes effect, that means you're accepting the change. If you're a Postpay customer and a change to your Plan or this agreement has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee.

#### **My Wireless Device**

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on our network, and be compatible with your Service. Please be aware that we may change your wireless device's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use your wireless device. By activating Service that uses a SIM (Subscriber Identity Module) card, you agree that we own the intellectual property and software in the SIM card, that we may change the software or other data in the SIM card remotely and without notice, and that we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. If you bought a wireless device for Postpay Service from Verizon Wireless that doesn't use a SIM card, and you want to reprogram it for use with another wireless network, the default programming code is set to "000000" or "123456." But please note that your wireless device may not work with another wireless network, or the other wireless carrier may not accept your wireless device on its network. If you activate a wireless device for Prepaid Service, it

can be used for Prepaid Service only during the first six months after activation and cannot be reprogrammed for use with any other carrier's wireless service even if it's no longer used to receive our Service.

#### Where and How Does Verizon Wireless Service Work?

Wireless devices use radio transmissions, so unfortunately you can't get Service if your device isn't in range of a transmission signal. And please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather.

# What Charges Are Set by Verizon Wireless?

You agree to pay all access, usage and other charges that you or the user of your wireless device incurred. For Postpay Service, our charges also include Federal Universal Service, Regulatory and Administrative Charges, and we may also include other charges related to our governmental costs. We set these charges; they aren't taxes, they aren't required by law, they are kept by us in whole or in part, and the amounts and what they pay for may change.

#### **Government Taxes, Fees and Surcharges**

You must pay all taxes, fees and surcharges set by federal, state and local governments. Please note that we may not always be able to notify you in advance of changes to these charges.

# What Are Roaming Charges?

You're "roaming" whenever your wireless device uses a transmission site outside your Coverage Area or uses another company's wireless network. Sometimes roaming happens even when you're within your Coverage Area. There may be higher rates and extra charges (including charges for long distance, tolls or calls that don't connect) for roaming calls, depending on your Plan.

# **How Does Verizon Wireless Calculate My Charges?**

For charges based on the amount of time used or data sent or received, we'll round up any fraction to the next full minute or, depending on how you're billed for data usage, the next full megabyte or gigabyte. For outgoing calls, usage time starts when you first press or the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press or after the call disconnects. For calls made on our network, we only charge for calls that are answered, including by machines. For Postpay Service, usage cannot always be processed right away and may be included in a later bill, but the usage will still count towards your allowance for the month when the Service was used.

#### How and When Can I Dispute Charges?

If you're a Postpay customer, you can dispute your bill within 180 days of receiving it, but unless otherwise provided by law or unless you're disputing charges because your wireless device was lost or stolen, you still have to pay all charges until the dispute is resolved. If you're a Prepaid customer, you can dispute a charge within 180 days of the date the disputed charge was incurred. YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE(S) FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING OR PARTICIPATE IN ANY LEGAL ACTION REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL, SEND AN EMAIL THROUGH THE "CONTACT US" LINK ON VERIZONWIRELESS.COM, OR SEND US A COMPLETED MEDIATION REQUEST FORM (AVAILABLE AT VERIZONWIRELESS.COM), WITHIN THE 180-DAY PERIOD MENTIONED ABOVE. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 180-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICE(S) AND TO BRING OR PARTICIPATE IN ANY LEGAL ACTION REGARDING ANY SUCH DISPUTE.

### What Are My Rights for Dropped Calls or Interrupted Service?

If you drop a call in your Coverage Area, redial. If it's answered within 5 minutes, call us within 90 days if you're a Postpay customer, or within 45 days if you're a Prepaid customer, and we'll give you a 1-minute airtime credit. If you're a Postpay customer and you lose Service in your Coverage Area for more than 24 hours in a row and we're at fault, call us within 180 days and we'll give you a credit for the time lost. Please be aware that these are your only rights for dropped calls or

interrupted Service.

# **About My Payments**

If you're a Postpay customer and we don't get your payment on time, we will charge you a late fee of up to 1.5 percent per month (18 percent per year) on the unpaid balance, or a flat \$5 per month, whichever is greater, if allowed by law in the state of your billing address. (If you choose another company to bill you for our Service [such as another Verizon company], late fees are set by that company or by its tariffs and may be higher than our late fees.) If we use a collection agency to collect from you, we may charge you for any fees the collection agency charges us, if allowed by law in the state of your billing address when we first send your account to a collection agency. We may require a deposit at the time of activation or afterward, or an increased deposit. We'll pay simple interest on any deposit at the rate the law requires. We may apply deposits or payments in any order to any amounts you owe us on any account. If your final credit balance is less than \$1, we will refund it only if you ask. You may have to pay a fee to activate Service or to reconnect Service if it is interrupted for non-payment or suspended for any reason.

If you're a Prepaid customer, you may replenish your balance at any time before the expiration date by providing us with another payment. Your balance may not exceed \$1,000 and you may be prevented from replenishing if your balance reaches \$1,000. We will suspend service when your account reaches the expiration date and any unused balance will be forfeited.

We may charge you up to \$25 for any returned check.

# What If My Wireless Device Gets Lost or Stolen?

We're here to help. It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If you're a Postpay customer and your wireless device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If we haven't given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for 30 days or until you replace or recover your wireless device, whichever comes first.

# What Are Verizon Wireless' Rights to Limit or End Service or End This Agreement?

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any U.S. governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; or, if you're a Postpay customer, (f) pay late more than once in any 12 months; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify; or (i) are unable to pay us or go bankrupt; or (2) if you, any user of your device or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason.

#### Am I Eligible for Special Discounts?

If you're a Postpay customer, you may be eligible for a discount if you are and remain affiliated with an organization that has an agreement with us. Unless your discount is through a government employee discount program, we may share certain information about your Service (including your name, your wireless telephone number and your total monthly charges) with your organization from time to time to make sure you're still eligible. We may adjust or remove your

discount according to your organization's agreement with us, and remove your discount if your eligibility ends or your contract term expires. In any case, this won't be considered to have a material adverse effect on you.

#### **Disclaimer of Warranties**

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not warrant that your wireless device will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity. If you download or use applications, services or software provided by third parties (including voice applications), 911 or E-911, or other calling functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third-party products.

Please be aware that if you activated your wireless device through our Open Development program, we can't vouch for the device's call quality or overall functionality.

#### Waivers and Limitations of Liability

You and Verizon Wireless both agree to limit claims against each other for damages or other monetary relief to direct damages. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to get any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God. You also agree we aren't liable for missed or deleted voice mails or other messages, or for any information (like pictures) that gets lost or deleted if we work on your device. If another wireless carrier is involved in any problem (for example, while you're roaming), you also agree to any limitations of liability in its favor that it imposes.

#### **How Do I Resolve Disputes with Verizon Wireless?**

WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.

YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD 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:

- (1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT RESULTS FROM THIS AGREEMENT OR FROM THE SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY 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.
- (2) UNLESS YOU AND VERIZON WIRELESS AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. WE AGREE THAT IN LARGE/COMPLEX 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 WIA 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'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR,

OR BY A HEARING IN PERSON OR BY PHONE.

- (3) THIS AGREEMENT DOESN'T ALLOW CLASS ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. THE ARBITRATOR MAY 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.
- (4) AS PART OF YOUR AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS, WE PROVIDE YOU WITH A FREE INTERNAL MEDIATION PROGRAM. IN OUR MEDIATION PROGRAM, WE ASSIGN SOMEONE WHO'S NOT DIRECTLY INVOLVED IN THE DISPUTE (THOUGH POSSIBLY FROM OUR COMPANY) TO HELP BOTH SIDES REACH AN AGREEMENT. THAT PERSON HAS ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED LATER IN AN ARBITRATION OR LAWSUIT. IF YOU'D LIKE TO KNOW MORE, PLEASE CONTACT US AT VERIZONWIRELESS.COM OR THROUGH CUSTOMER SERVICE. IF YOU'D LIKE TO START THE MEDIATION PROCESS, PLEASE GO TO VERIZONWIRELESS.COM OR CALL CUSTOMER SERVICE FOR A MEDIATION REQUEST FORM TO FILL OUT, AND MAIL IT TO US AT THE ADDRESS SHOWN ON THE FORM. OR IF YOU'D PREFER TO START THE ARBITRATION PROCESS, PLEASE CONTACT THE AAA OR BBB FOR THE FORMS YOU'LL NEED TO SUBMIT.
- (5) IF YOU OPT FOR THE MEDIATION PROGRAM AND TAKE PART IN AT LEAST ONE MEDIATION SESSION BY PHONE, BUT WE AREN'T ABLE TO SETTLE THE DISPUTE BETWEEN US, WE'LL PAY ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. 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).
- (6) WE MAY MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE ARBITRATION BEGINS. IF YOU DON'T ACCEPT THE OFFER, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER 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 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.
- (7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.
- (8) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
- (9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON WIRELESS AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON WIRELESS 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.

# **About This Agreement**

If we don't enforce our rights under this agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. You cannot assign this agreement or any of your rights or duties under it without our permission. However, we may assign this agreement or any debt you owe us without notifying you. If you're a Postpay customer, please note that many notices we send to you will show up as messages on your monthly bill. If you have online billing, those notices will be deemed received by you when your online bill is available for viewing. If you get a paper bill, those notices will be deemed received by you three days after we mail the bill to you. If we send other notices to you, they will be considered received immediately if we send them to your wireless device, or to any email or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to us, please send them to the customer service address on your latest bill.

If you're a Prepaid customer and we send notices to you, they will be considered received immediately if we send them to your wireless device or to any email or fax number you've given us, or if we post them as a pre-call notification on your Service, or after three days if we mail them to the most current address we have for you. If you need to send notices to us, please send them to the Customer Service Prepaid address at **verizonwireless.com/contactus** 

If any part of this agreement, including anything regarding the arbitration process, is ruled invalid, that part may be removed from this agreement.

This agreement and the documents it incorporates form the entire agreement between us. You can't rely on any other documents, or on what's said by any sales or customer service representatives, and you have no other rights regarding Service or this agreement. This agreement isn't for the benefit of any third party except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by the laws of the state encompassing the area code of your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

#### **Important Information**

The services described in this brochure are subject to the following terms and conditions as applicable.

- Credit approval required.
- Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service.
- Verizon Wireless is not responsible for third-party content you encounter using these services.
- Want to block access to certain content? Set up Content Filters at **verizonwireless.com/myverizon** or call Customer Service to block any lines on your account from using Mobile Web, *Get It Now/Media Center*, Messaging, V CAST and certain international services.
- When you call someone, his or her phone may show your name and wireless phone number. If you want to block this Caller ID, dial \*67 before each call, or order per-line call blocking (just dial \*82 to unblock) where available. You can't block Caller ID for some of the numbers you may call, such as toll-free numbers.

#### Nationwide, Nationwide 65 Plus, Nationwide Plus Canada and Nationwide Plus Mexico Plans

Limited Mobile to Mobile Calling with Limited Night & Weekend: Does your Plan have limited Mobile to Mobile Calling and limited Night & Weekend allowances? If so, then when you make a Mobile to Mobile call during Night & Weekend hours, your allowance minutes will be used in the following order: 1) Mobile to Mobile Calling, 2) Night & Weekend and 3) Anytime Allowance.

**Family SharePlans** — **Minimum Number of Lines:** A Family SharePlan must include a minimum of two lines at all times. One line is the primary line, and the others are secondary. All lines must be activated on the same account, and in the spirit of family, they all use the number of minutes designated for the primary line.

# **Verizon Wireless Prepaid Plans**

Unused Anytime Minutes will be forfeited on your Prepaid Monthly Plan renewal date. Per-minute and per-MB overage rates apply if you have used your allowance before your monthly renewal date.

**Balance Expiration and How to Carry It Forward:** When you replenish your account, you'll be given an expiration date, and at 12:01 a.m. on that day, your account balance will expire. To avoid losing your unused balance, simply refill your account before your expiration date.

Access Fees, Charge Basis and Plan Changes: On the days you make or receive calls, a Daily Access fee, valid until 11:59 p.m., will be billed and deducted from your account. Monthly access will be billed and deducted from your account on the same date each month. If your account has an insufficient balance on that date, you will not receive the minutes included in the monthly plan.

Your call charges are based on the cell sites used and the time of the day at the telephone switching office that carries your call, so the time may be different from the time shown on your phone.

You can only make four changes to your Plan in a 30-day period.

Once activated, account balance will expire based on initial payment or in 60 days, whichever is longer. Domestic Long Distance included. Payment expirations once applied to the account:  $^{\$}15-^{\$}29^{99}$  for 30 days;  $^{\$}30-^{\$}74^{99}$  for 90 days;  $^{\$}75-^{\$}99^{99}$  for 180 days;  $^{\$}100$  or more for 365 days.

**Mobile Web Charges and Usage:** Unlimited Mobile Web is 99<sup>¢</sup> per 24-hour period only on the days you use it.

**Service Suspension:** If your account doesn't have enough funds for the Daily Access fee, you won't be able to make or receive any calls. Unfortunately, we'll have to suspend your service when your account reaches \$0 or after the expiration date.

If you activate service without a Refill Card and do not make a call within 60 days, you will lose any money in your account.

Your wireless number is subject to termination after the expiration period, and Verizon Wireless may charge up to a \$35

account setup fee to re-establish service.

**Voice Mail:** When you set up and listen to your Voice Mail from your wireless phone, your account will be billed at regular plan rates, just as if you were making a regular call.

Balance Limit: Your balance can't exceed \$1,000.

**Balance Transfers:** If you want to change from prepaid service to postpay service, any remaining funds in your account will be credited to your postpay account. We can't give you any credit for transaction taxes you may have paid when depositing funds into your account, so you could end up paying the same taxes twice.

**Text Bundles/Messaging:** For Prepaid Monthly Talk Plans, Domestic Picture, Video and Voice Messaging is 25<sup>c</sup> per message sent (per recipient) or received, including Canada, Mexico and Puerto Rico. Once Text Bundle subscription is added to your account, subscription and charges will renew automatically on the same date each month. If you don't have sufficient funds in your account at the time of renewal, texts will be charged at the rates in your calling Plan. Once sufficient funds are added, your subscription and charges will be renewed, and you will be assigned a new renewal date.

- If you unsubscribe from a Text bundle, you can still use it until the expiration date.
- If you re-subscribe before the expiration date, the bundle will resume with the original expiration date.
- If you re-subscribe after the bundle's expiration date, a new bundle will be set up and you will be billed at that time.

**International Services:** Locations and rates subject to change without notice.

**International Voice Calling:** Per-Minute Rate After Allowance or Each Additional Minute rate, plus the following surcharges: no extra charge to Puerto Rico,  $10^{\circ}$  per minute to landline numbers in Mexico,  $29^{\circ}$  per minute to wireless numbers in Mexico;  $29^{\circ}$  per minute to Canada, Guam, Northern Mariana Islands and the U.S. Virgin Islands.  $^{\$}1^{49}$  per minute to other available locations.

**International Text Messaging:** 25<sup>c</sup> per message sent (per recipient) or as low as 1<sup>c</sup> per message received, depending on your Plan.

**International Picture and Video Messaging:**  $50^{\circ}$  per message sent (per recipient) and  $25^{\circ}$  per message to receive with participating carriers.

**International Roaming:** Voice Calling rates while roaming internationally are  $69^{\circ}$  per minute from Canada, Puerto Rico and the U.S. Virgin Islands;  $99^{\circ}$  per minute from Mexico; and  $^{\$}1^{99}$  per minute from Bermuda. Text Messaging rates while roaming internationally are  $50^{\circ}$  per message sent (per recipient) and  $5^{\circ}$  per message received. Visit **verizonwireless.com/prepaid** for more details and all available locations.

Picture and Video Messaging and data services and features not available when Roaming. International Roaming coverage only available on participating networks and is not guaranteed. Calling and Messaging to some locations may not be available at all times. For details on International Services, as well as the latest available locations and rates, visit verizonwireless.com/prepaid

**Unavailable Services:** Not all features and services available on our postpay service are available on Verizon Wireless Prepaid Plans. Please see page 25 and **verizonwireless.com/prepaid** for available features and services for prepaid service. In some instances, unavailable features or services may work, and charges may deplete your account balance.

#### **Data Plans and Features**

If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period under your Worry Free Guarantee, by accessing My Verizon online or by contacting Customer Service.

Data sessions automatically terminate after 24 hours of activity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to the device, or may seem active when it is actually cached and not transferring data. Please note that certain applications or widgets on smartphones periodically send and receive data in the background, without any action by the user. This incidental data use will be

billed according to your data package. Third-party applications may automatically reinitiate data sessions without your pressing or clicking the **SEND** or connect button.

#### **Data Plans and Features: Permitted Uses**

You can use our Data Plans and Features for accessing the Internet and for such things as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

#### **Data Plans and Features: Prohibited Uses**

You may not use our Data Plans and Features for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service; that violates trade and economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other U.S. government agency; that interferes with the network's ability to fairly allocate capacity among users or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ii) below) or otherwise degrade network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iii) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (v) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Customers who do not have dedicated Mobile Broadband devices cannot tether other devices to laptops or personal computers for use as wireless modems unless they subscribe to Mobile Broadband Connect.

We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]

# Mobile Email (including GlobalEmail), Email and Web for BlackBerry/Smartphones

Mobile Email and Email and Web for BlackBerry/Smartphones subscribers cannot (i) access the Internet, intranets or other data networks except as the device's native applications and capabilities permit, unless they subscribe to Mobile Broadband Connect; or (ii) use any application that tethers their device to laptops or personal computers other than for use of the Wireless Sync, Good or BlackBerry solutions (if applicable) unless they subscribe to Mobile Broadband Connect.

# National Mobile to Mobile Calling/Friends & Family

National Mobile to Mobile Calling/Friends & Family is not available: (i) to customers whose wireless exchange restricts the delivery of Caller ID; (ii) with fixed wireless devices with usage substantially from a single cell site; (iii) if Call Forwarding or No Answer/Busy Transfer features are activated; (iv) for data usage, including Push to Talk calls, Picture Messaging or Video Messaging; (v) for calls to check your Voice Mail; (vi) for calls to Verizon Wireless customers using any of the Global

services; (vii) in those areas of Louisiana and Mississippi where your phone's roaming indicator flashes; and (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated.

# Text, Picture, Video and Voice Messaging

Pictures and Video: Check out verizonwireless.com/picture for the Picture and Video Messaging User Agreement. Keep in mind that if you cancel a picture or video message after pressing **SEND**, partial content may be delivered. You can control receipt of picture and video messages using the "prompt mode" feature on your phone.

Mobile Broadband Plans: Text Messaging available at standard rates. For PC Card, ExpressCard, USB Modem, Mobile Hotspot and Mobile Broadband Built-In notebook/netbook devices, if you don't utilize VZAccess Manager (or an SMS-capable connection manager), you will be billed for text messages that are sent to you, but you will not be able to receive them. When using a Mobile Hotspot, you must be connected via the provided USB cable to receive text messages; if you are connected via Wi-Fi, you will be billed for text messages that are sent to you, but you will not receive them. Text Messaging Block is available upon request.

#### **OPTIONAL SERVICES TERMS AND CONDITIONS**

## V CAST Music with Rhapsody®

V CAST Music with Rhapsody® PC software required; download for free at **verizonwireless.com/music**. Monthly subscribers must sync their device to the PC software once per month to renew song licenses. Software available only on Microsoft® Windows Vista™, Windows XP or Windows 7.

# V CAST Music with Rhapsody® License Agreement

Verizon Wireless grants you a limited, non-exclusive, non-transferable license to use the content made available through this service ("Content") solely for your personal, noncommercial, entertainment use. Your rights to Content are limited by copyright law. All rights not expressly granted are reserved by us and/or our licensors. You represent, warrant and agree that you: (i) are the account owner for the wireless telephone number used to access the service or are authorized to use the service by the account owner; (ii) are using the service and all Content for your own personal, noncommercial, entertainment use; (iii) will not redistribute, rebroadcast, transfer copies of, publicly perform, or publicly display the Content or otherwise use the Content in an infringing manner. Availability of Content may vary by phone model. Certain Content is protected by Windows Media® or other digital rights management technology ("DRM Content"). For details about DRM Content and additional terms and conditions, go to http://support.vzw.com/terms/products/music.html

## Get It Now/Media Center and V CAST Apps

You will be responsible for all charges incurred until the Apps are deleted from your account, even if you lose or replace your phone, block *Get It Now/Media Center/V* CAST Apps on your phone or your account is suspended. You agree: (1) to use Apps only on the phone to which they are downloaded, even if downloaded pursuant to an unlimited or other long-term subscription, unless transfers to replacement phones are explicitly permitted by Verizon Wireless; (2) not to (i) harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity; (ii) provide false information or impersonate another person; and/or (iii) take any action that infringes upon any third party's copyright, trademark, patent or other intellectual property right(s); and (3) to the license agreement, if any, between you and each app developer.

#### **Messaging Programs**

Messaging programs use unique five- or six-digit numbers, called "short codes." They are sponsored by third parties, and the programs and opt-in requirements vary. Short codes, whether sent or received, may be subject to standard messaging charges. Some programs may also charge additional premium fees ("Premium Messaging Programs"), the amount and billing frequency of which will be disclosed at time of opt-in and billed on your Verizon Wireless bill.

To opt out at any time, send the words CANCEL, END, QUIT, STOP or UNSUBSCRIBE to the applicable short code. To get more information, including contact details for the third-party sponsor, send the word HELP to the short code. Some programs

may be subject to additional terms and conditions.

Attention, Parents and Account Owners: It is important to remember that users may opt in to Premium Messaging Programs and incur charges. If you don't want a user on your account to opt in to such programs, you may block all Premium Messaging Programs by going to verizonwireless.com/myverizon and selecting *My Services > Parental Controls > Usage Controls > Service Blocks > Block Premium Messaging*.

Block Premium Messaging will cancel all current Premium Messaging Programs at the time the blocking feature is activated. No credits or pro-rating will be applied.

# **Usage Controls**

Usage Controls is an easy-to-use service that puts you in control of your child's cell phone. Usage Controls requires a supported device on a Nationwide Plan and does not work with text messaging block, BlackBerry devices, Mobile Broadband devices such as PC cards, Push to Talk devices or devices with Static Internet Protocol Addresses.

**Availability:** Usage Controls isn't available with prepaid or business accounts, or accounts with more than 10 lines of service. It may not work outside the National Enhanced Services Rate and Coverage Area or when roaming.

**Settings:** You are responsible for setting up and maintaining Usage Controls settings for the devices on your account and explaining the limitations you impose on a user's access. If you unsubscribe or are canceled for non-payment, or are otherwise suspended from service, your settings will be lost.

**Charges:** Usage Controls is not guaranteed to be precise or accurate. Because of roaming, promotions, billing cycles, time zone settings and other factors that affect Usage Controls, you may incur charges based on actual usage in accordance with your Plan or you may unexpectedly be prevented from using certain services. Spending limits and allowances for Premium Messaging Programs and content products and services are not supported and all charges incurred will be billed according to your Plan.

**Compatibility: Please note:** Usage Controls is not compatible with Mobile IM version 3.0 and higher. If you have Mobile IM 3.0 or higher, you can't access or use instant messaging. If you wish to access and use Mobile IM 3.0 or higher, you must unsubscribe the affected phone number from Usage Controls.

**Setting Time Restrictions:** When you set Time Restrictions, all data services will be unavailable during the restricted period, except for Family Locator, VZ Navigator and Backup Assistant.

**911: There are no restrictions on placing or receiving 911 calls.** If a user dials 911 from his/her handset, all Usage Controls restrictions and limitations will be automatically suspended until the Account Owner resets the service for that line.

**Blocked Numbers:** Only 10-digit numeric phone numbers (i.e., 111-555-1234) can be used with the Blocked Numbers feature. You can't block non-10-digit codes such as international numbers, 911, 411, 611, or "unavailable" or "restricted" numbers. When you use Blocked Numbers, you won't receive notification of attempted delivery of a call to your device from the blocked number. The Blocked Numbers list restricts a user's ability to place or receive voice calls and to send or receive messages with the 10-digit numeric phone numbers listed. Voice calls and text messages between Trusted Numbers will always be available. Trusted Numbers can include phone numbers on your Wireless account or other 10-digit phone numbers, including landlines and cell phones.

#### **Content Filters**

The default setting is **Filter Off.** Currently, Content Filters can filter video clips available through V CAST Video, websites accessible through most wireless devices, apps accessible through V CAST Apps, short code-based messaging campaigns and "Explicit" labeled music on V CAST Music and Song ID. Content from other sources, including *Get It Now/Media Center*, is not filtered at this time. Other limitations apply. Visit **verizonwireless.com/contentfilters** or call 1.800.922.0204

for additional information.

#### **VZ Navigator**

Do not attempt to enter or change information while driving. Traffic features are limited to major roadways in certain areas only. Accuracy and completeness of information is not guaranteed.

# **VZ Navigator Global**

VZ Navigator Global isn't available in every country (in English or Spanish) and doesn't include all of the features currently available through VZ Navigator. When you send messages or place calls using VZ Navigator Global, you will be charged standard international rates per your Plan, feature and/or bundle.

#### **Push to Talk**

Push to Talk calls take place between Verizon Wireless Push to Talk subscribers only. The Push to Talk feature can be added to plans with a monthly access fee of  $^{\$}34^{99}$  or higher (or to Family SharePlan secondary lines).

**Best Performance:** For the best Push to Talk performance, all callers on a Push to Talk session must have a device that supports EV-DO Rev. A and receive EV-DO service. A Push to Talk call is terminated by pressing **END** or after 10 seconds of inactivity.

**General Use:** While you are on a Push to Talk call, voice calls will go directly to Voice Mail. When you are on a voice call, you can't receive a Push to Talk call. You can't prevent others from adding your number to their Push to Talk contact list. Only one person at a time can speak during Push to Talk calls.

When you use your phone keypad to make a Push to Talk call, you must enter the 10-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The accuracy of presence information may be affected by the network registration status of a Push to Talk contact.

You can't use your Push to Talk service for any applications that tether your phone to computers or other devices for any purpose.

## **Group Communication**

By creating a group through Group Communication, you agree to act as the administrator and to take responsibility to moderate the group (including all conduct of your group members through call, text, or voice messages). If someone reports any content as illegal, infringing or otherwise inappropriate, you will be responsible for taking such action to remediate the issue.

#### **Verizon Wireless Roadside Assistance**

Verizon Wireless Roadside Assistance service is available

for legally registered light passenger vehicles (e.g., sedans, coupes, motorcycles, convertibles, SUVs, light-duty pickups, etc.). Coverage does not include service of any kind on vehicles used for commercial purposes or using dealer tags.

- For single lines, you can only make four calls a year for Verizon Wireless Roadside Assistance service.
- For Family SharePlans, you can make 10 calls a year using all lines.
- The \$5 Family SharePlan Verizon Wireless Roadside Assistance option is not available for business lines or accounts.

Verizon Wireless Roadside Assistance services are provided by Signature Motor Club, Inc. (in California, Signature Motor Club of California, Inc.), subsidiaries of Allstate Enterprises, LLC, an independent company contracted to provide roadside assistance to Verizon Wireless customers. You can receive Verizon Wireless Roadside Assistance service two days after the feature is added.

#### **International Eligibility**

International Eligibility requires a minimum payment history and credit approval; a contract term and security deposit may also be required. Failure to maintain these requirements may result in suspension of International Eligibility without

notice. You can remove International Eligibility at any time by calling Customer Service. You are responsible for any unauthorized use of your SIM Card and will safeguard security codes. Upon termination of service, destroy your SIM Card. See **verizonwireless.com/global** for details.

## **International Long Distance**

You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see **verizonwireless.com/global** for details.

# **International Roaming**

Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using GlobalAccess, Global Phone, or GlobalEmail services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area.

# **Cruise Ship Service**

Taking a cruise ship vacation? Then you'll find Cruise Ship roaming rates apply only to calls made and received while traveling in international waters on the cruise lines and ships currently published on **verizonwireless.com/global** 

#### **Plan and Feature Discounts**

Verizon Wireless offers monthly access discounts on eligible plans and features, as well as corporate-only plans and equipment pricing, to qualifying businesses. If you are not a business customer, you may be able to receive a monthly access discount based on where you work or through an organization with which you are affiliated. Unless otherwise noted, plans \$34<sup>99</sup> or higher and data features \$24<sup>99</sup> or higher when added to such plans are eligible for discounts. Unlimited Anytime Minute Plans and secondary lines on Nationwide Family SharePlans, Nationwide 65 Plus Plans and Nationwide Small Business SharePlans, and, except for business customers, Mobile Broadband Plans are not eligible for discounts. Please speak with a Verizon Wireless Sales Representative, or your organization's telecom administrator, for more information about discounts you may be eligible for. For information about our business programs, please speak to a Verizon Wireless Business Specialist or call **1.800.VZW.4BIZ.** 

# **Account Manager**

# **Sharing Your Account Access**

Adding an Account Manager gives another person access to your account information and authority to manage your account. Account Managers can perform all transactions except for:

- Change account password
- Add/change Account Manager

## Wireless Safety & Assistance

# Important Information on Radio Frequency Emissions and Responsible Driving

You can find important and useful information on Radio Frequency Emissions and Responsible Driving in your Quick Reference Guide, in our stores, in the Important Consumer Information brochure included in your equipment box and on our website. Visit **verizonwireless.com** and click on the links at the bottom of the homepage.

#### **Location Information**

Your wireless device can determine its (and your) physical, geographical location ("Location Information") and can associate Location Information with other data. Additionally, certain applications, services and programs are capable of accessing, collecting, storing and using Location Information and disclosing Location Information to others. You should use caution when determining whether or not Location Information should be made available to others and you should review any applicable third-party privacy policies before providing access. To limit potential unauthorized access to your Location Information, Verizon Wireless phones are preset to E911 only, which will only allow emergency response personnel to locate you if you dial 911 from your phone. Other wireless devices (such as Broadband Data Cards or devices without a keypad or user interface) may or may not have such limitations and location settings available. By enabling location settings you are permitting third-party access to Location Information through software, widgets or peripheral components you choose to download, add or attach to your wireless device or through web access, messaging capabilities or other means and you are authorizing Verizon Wireless to collect, use and disclose your Location Information as appropriate to provide you with any location services that you enabled.

#### **Toll-Free Calls and Emergency Services**

Calls to 800, 855, 866, 877 and 888 numbers are toll-free; however, you will be billed for airtime. The exceptions are calls to Verizon Wireless Customer Service and Technical Support (press \*611 SEND from your wireless phone) and emergency calls (911), which are toll- and airtime-free. 911 Emergency Assistance: 911 SEND (toll- and airtime-free from your wireless phone). All calls to \*611 or 911 are included in your Plan.

#### **Fraud Prevention**

Verizon Wireless wants to protect your privacy and works hard to prevent unauthorized phone usage or fraud. Wireless phone numbers and calls are capable of being intercepted by someone with specialized equipment. We use anti-fraud technology to make fraudulent calling very difficult, particularly on digital calls. When roaming in some areas outside our network, you may still need to enter a PIN code before you can place calls. If you did not receive a PIN code when you enrolled for service, and you need one, please call Customer Service.

## **FCC Rules and Regulations**

The Federal Communications Commission (FCC) requires that wireless phones be operated in accordance with FCC rules and regulations and under supervision of the licensee.

## **Security Deposit**

You may have been asked to leave a security deposit at the time you activated your wireless service. You are eligible to receive your security deposit back at the end of one year of uninterrupted service, or upon termination of your service. Your deposit will automatically be refunded after one year, including interest, provided that you have kept your account

in "good standing" (this means that you paid your bill continuously for one year in a timely manner). This refund may take up to three billing cycles to be processed. Should you be disconnected at any time during the first year for lack of payment, you forfeit any interest accrued during that time frame. If you terminate your service, but have not paid your final bill, the deposit will be applied to your account, and you will receive any remaining funds. If your service is terminated after the initial 14-day return and exchange period but before the end of your minimum term, your deposit will be applied against the Early Termination Fee in addition to any outstanding balance before a check is processed.

## **Connecticut Customers Only**

If you have any questions about your bill or concerns about your service, please call Customer Service at **1.800.922.0204** or dial **\*611** from your wireless phone.

If we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC):

Online: www.state.ct.us/dpuc

Phone: 1.866.381.2355

Mail:

Connecticut DPUC 10 Franklin Square New Britain, CT 06051

# You can try out our service for 14 days.

Please see Return and Service Termination section under the Return & Exchange Policy below for complete details.

# Return & Exchange Policy (for purchases from Verizon Wireless)

# Wireless Device/Accessory Return Policy

You may return or exchange wireless devices and accessories purchased from Verizon Wireless within 14 days of purchase. A restocking fee of \$35 (\$70 for netbooks and tablets) applies to any return or exchange of a wireless device (excluding Hawaii).

This return and exchange policy does not apply to customers who have purchased a Prepaid Plan.

**Business and Government customers:** The terms and conditions of the Return & Exchange Policy, including the return period, may vary by contract. Please contact your Verizon Wireless Account Manager or refer to your contract to determine the applicable terms and conditions.

Returning your merchandise does not automatically terminate your service. You or your organization's Single Point of Contact (SPOC) must call Customer Service to cancel service.

# **Exchange New Merchandise**

You are permitted to make one exchange. To make an exchange, return the merchandise (including device, charger, battery, instructions and any other components) in the ORIGINAL box. All merchandise must be in like-new condition and accompanied by the original receipt. Shipping charges may apply to exchange merchandise sent to you by Verizon Wireless.

# **Return and Service Termination**

You may terminate service for any reason within 14 days of activation. If you purchased a wireless device at a promotional price at the time of activation, you must return that wireless device within the device return period to avoid being assessed an Early Termination Fee of \$175, or \$350 if you purchased an Advanced Device. You will remain responsible for your Activation Fee unless you terminate service within three days of activation. You will also be responsible for all applicable usage fees, prorated access charges, taxes, surcharges or other charges that accrued to your account through the termination date. If you paid a security deposit, it may take between 30 and 60 days to process the return of your security deposit. The charges for any service used on the account before the service termination date may

be applied against your security deposit.

If you cancel your service after the 14-day period, but prior to the expiration of your minimum term, you will be responsible for all of the above-mentioned charges, including the Early Termination Fee.

If you return your merchandise, even by mistake, after the return period, you will not receive a refund and the merchandise you returned will not be returned to you.

At our discretion, we may decline your return or charge you a fee for a missing item, or for items that we determine are damaged or require service. If you return and we accept your merchandise within the return period, we will refund your purchase price, subject to the restocking fee. If you return a wireless device without a UPC on the box, the amount of the refund will be reduced by the amount of any mail-in rebate that was available for the wireless device at the time of purchase. Purchases made by cash or check, credit card or gift card will be refunded by check, credit card or gift card, respectively.

If you received your merchandise through a "Buy One, Get One Free" or similar offer, both items must be returned in order to receive a refund. For exchanges for the same merchandise make and model, only the item to be exchanged needs to be returned.

Opened software purchased separately may be exchanged only for the exact same item at a Verizon Wireless Communications Store and may not be returned for refund.

Before returning or exchanging any wireless device or accessory that has data in its memory, please transfer all data you wish to retain to another file source. Once the wireless device or accessory is returned, your data cannot be recovered.

Because the FCC requires that nearly all wireless devices on a carrier's network have GPS capability, Verizon Wireless does not allow non-GPS wireless devices to be activated on our network. If you upgrade from a non-GPS-capable wireless device to a GPS-capable wireless device and then return it within the return period, Verizon Wireless will not allow the non-GPS-capable wireless device back on our network. We will, however, allow you to exchange your new wireless device for another GPS-capable wireless device that will meet your needs, subject to the restocking fee.

If you purchased your merchandise online or by phone, please follow the return instructions in your package.

If you purchased your merchandise in a Verizon Wireless store, you can return it to any Verizon Wireless store. Please visit verizonwireless.com/returninstructions for more details.

# Experiencing a problem with your device?

If you're having a problem with your wireless device, just contact Verizon Wireless toll-free at **1.866.406.5154** from a landline phone. We'll diagnose the issue with you right over the phone. If we can't resolve the problem while you're on the line and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like-New Replacement (either a like unit or one of comparable quality) right to your door. Certified Like-New Replacements will carry the remaining warranty period from the original wireless device, or 90 days, whichever is greater. Once you receive your replacement device, you must return your defective device within 5 days. If you do not return your defective device or if you return a device that has been subjected to neglect, misuse, liquid damage, or unreasonable wear and tear, you will be charged up to the full retail price of your replacement device, which may be in excess of \$500.

These policies do not limit or supersede any existing manufacturer's warranties. This program may be considered to be a "warranty" or "service contract" in certain states. In these states, please refer to the Extended Limited Warranty or Service Contract information below.

You have 30 days from the date of activation of a new or Certified Pre-Owned wireless device to enroll in Total Equipment Coverage, Wireless Phone Protection or Extended Warranty. Please see **verizonwireless.com/equipmentprotection** for details.

## **Extended Limited Warranty or Service Contract**

# (Important Information for Customers Who Enroll in the Extended Limited Warranty or Service Contract)

# I. Service Contract or Extended Limited Warranty:

IF YOU PURCHASED YOUR DEVICE, AS STATED ON THE RECEIPT, IN ALABAMA, CALIFORNIA, HAWAII, KENTUCKY, ILLINOIS, NEVADA, NEW YORK, OKLAHOMA, OREGON, SOUTH CAROLINA, TEXAS, VERMONT, WASHINGTON OR WYOMING, THIS DOCUMENT IS A SERVICE CONTRACT. OTHERWISE, IT IS AN EXTENDED LIMITED WARRANTY.

II. Fee: You will be billed a monthly charge in the amount of  $^{\$}1^{99}$ , in advance, to receive this Warranty or Service Contract. If you purchase this protection as a part of the Verizon Wireless Total Equipment Coverage package, you will be billed  $^{\$}1^{99}$  (Advanced Devices) or  $^{\$}1^{50}$  (Phones). The fee is based on your equipment protection program and/or price plan. If, during the term of this agreement, you change your price plan or protection program, the fee may be increased.

## III. What This Agreement Covers:

### A. COVERAGE IF IT IS AN EXTENDED LIMITED WARRANTY:

- 1. Verizon Wireless warrants your individually owned wireless device (hereinafter the "Product") against defects in material and workmanship under normal use and service. THIS WARRANTY COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES OR BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.
- 2. At its option, Verizon Wireless will replace the Product during the warranty period at no charge, as long as you return it in accordance with the terms of this Warranty to a Verizon Wireless Communications Store or other location specified by Verizon Wireless. The replacement device may be a new or reconditioned device of equal or comparable value to the Product. Non-original manufacturer's parts may be used in reconditioned devices. All Products returned to Verizon Wireless shall become the property of Verizon Wireless.

## B. COVERAGE IF IT IS A SERVICE CONTRACT:

If there is a defect (including pre-existing) in the material and/or workmanship of your individually owned wireless device (hereinafter the "Product"), and the Product has been subject only to normal use and service, Verizon Wireless agrees to replace the Product at no charge, as long as you return it in accordance with the terms of this Service Contract to a Verizon Wireless Communications Store or another location specified by Verizon Wireless. The replacement device may be a new or reconditioned device of equal or comparable value to the Product. Non-original manufacturer's parts may be used in reconditioned devices. All Products replaced by Verizon Wireless shall become the property of Verizon Wireless. THIS SERVICE CONTRACT COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES OR BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.

## IV. What This Warranty or Service Contract Does Not Cover:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner;
- B. Defects or damage from misuse, accident or neglect;
- C. Defects or damage from improper testing, operation, maintenance, installation, adjustment or any alteration or modification of any kind;
- D. Breakage or damage to antennas unless caused directly by defects in material or workmanship;
- E. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim;
- F. Products with labels removed or illegible serial numbers;
- G. Defects or damage due to spills of or immersion in food or liquid;
- H. Scratches on all plastic surfaces and externally exposed parts resulting from normal use; and/or
- I. Damage resulting from normal wear and tear.
- V. How Long This Warranty or Service Contract Lasts: Verizon Wireless will provide the warranties or benefits, described in Paragraph III, for as long as you subscribe to this program, from the date you activate service or for the duration of your

continuous active service with Verizon Wireless using the Product, whichever is less. Activation will be deemed to be no later than fifteen (15) days from the date of delivery of the Product to you, the owner.

- VI. How to Get Your Replacement Device Under This Agreement: To receive your replacement device, present your Product to any Verizon Wireless Communications Store, along with your bill of sale or comparable substitute proof of sale. If you are enrolled in either the Extended Warranty or the Total Equipment Coverage program, call 1.866.406.5154 (toll free from a landline phone) and we'll diagnose the issue with you right over the phone. You may also visit any Verizon Wireless store to diagnose and address the problem with your wireless device.
- VII. Your Obligations Under This Warranty or Service Contract: You must use the Product in a normal way; you must protect against further damage to the Product if there is a covered defect; you must follow the Product's instruction manual.

# VIII. How and When You or We May Terminate This Warranty or Service Contract:

A. Subject to Paragraph VIII. B., we may terminate this Warranty or Service Contract at any time. You may terminate this Warranty or Service Contract at any time. If your wireless service with Verizon Wireless is terminated or expires for any reason, you will be deemed to have terminated this Warranty or Service Contract. If you or Verizon Wireless terminate this Warranty or Service Contract more than thirty (30) days after receiving this Warranty or Service Contract, you will receive a prorated refund of your monthly fee for this Warranty or Service Contract, as applicable.

- B. For residents of Georgia, this Service Contract can only be terminated by Verizon Wireless for fraud, material misrepresentation or your failure to pay amounts due hereunder. For residents of Nevada, Verizon Wireless may not terminate this Service Contract before the expiration of the agreed term, if the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; or (3) perform any act or omission or violate any condition of this Service Contract, after the effective date of this Service Contract that substantially and materially increases the service required under this Service Contract. Cancellation of this Service Contract by Verizon Wireless will be effective fifteen (15) days after you receive the notice of cancellation.
- C. If within thirty (30) days of receiving this Warranty or Service Contract you wish to cancel service and you have not made a claim under this Warranty or Service Contract, simply notify Verizon Wireless and we will refund all fees paid up to the date of termination.
- D. IF YOU CANCEL AS DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH, VERIZON WIRELESS MUST PROVIDE YOU WITH A FULL REFUND NO LATER THAN THIRTY (30) DAYS AFTER YOU NOTIFY VERIZON WIRELESS THAT YOU WISH TO CANCEL THIS WARRANTY OR SERVICE CONTRACT. IF VERIZON WIRELESS DOES NOT REFUND YOUR MONEY DURING THIS TIME PERIOD, YOU ARE ENTITLED TO RECEIVE A REFUND IN THE AMOUNT OF WHAT YOU PAID, PLUS AN EXTRA TEN PERCENT (10%) FOR EACH MONTH IN WHICH YOUR MONEY IS NOT REFUNDED.

# IX. Other Conditions:

A. This Warranty or Service Contract is extended to the original subscriber buyer only and may not be assigned or transferred to subsequent subscriber buyers. This is Verizon Wireless' complete Warranty or Service Contract for your Product. Verizon Wireless assumes no obligation or liability for additions or modifications to this Warranty or Service Contract unless made in writing and signed by an officer of Verizon Wireless. If this document is a Warranty, Verizon Wireless does not warrant the installation, maintenance or service of the equipment, accessories, batteries or parts.

B. Verizon Wireless cannot be responsible in any way under this Warranty or Service Contract for any ancillary equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment. All such equipment is expressly excluded from this Warranty or Service Contract. Furthermore, Verizon Wireless cannot be responsible for any damage to the Product resulting from the use of ancillary equipment not furnished by

Verizon Wireless for use with individually owned equipment.

C. When the Product is used in conjunction with ancillary or peripheral equipment not furnished by Verizon Wireless, Verizon Wireless does not warrant and shall not supply service in connection with the operation of the Product/peripheral combination, and Verizon Wireless will honor no warranty or service claim where the Product is used in such a combination and it is determined by Verizon Wireless that there is no fault with the Product. Verizon Wireless specifically disclaims any responsibility for any damage caused in any way by the use of product accessories and peripherals (specific examples include, but are not limited to, batteries, chargers, adapters and power supplies) when such accessories and peripherals are not furnished by Verizon Wireless.

## X. General Provisions If This Is a Warranty:

A. This Warranty sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. FURTHER, NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY VERIZON WIRELESS.

B. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

C. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

#### XI. General Provisions If This Is a Service Contract:

A. This Service Contract sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS DOCUMENT IS NOT A WARRANTY.

B. Obligations of Verizon Wireless under this Service Contract are backed by the full faith and credit of Verizon Wireless.

## XII. Other Rights:

A. This Warranty or Service Contract gives you specific legal rights. You may have additional rights that vary from state to state.

B. Residents of Georgia and Kentucky may file a claim with Federal Insurance Co., 15 Mountain View Road, Warren, NJ 07059, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss. Residents of Connecticut may file a claim with Balboa Insurance Company, Suite 200, 3349 Michelson Drive, Irvine, CA 92612-8893 directly if Verizon Wireless fails to perform according to the terms hereof.

C. Resolution of Disputes for Connecticut Residents Only: Any disputes between Verizon Wireless and residents of Connecticut arising under this Warranty shall be decided by an arbitration process. A written complaint containing a description of the dispute, the purchase price, the cost of the repair of the Product and a copy of the warranty form can be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn.: Consumer Affairs.

D. Defective equipment must be returned or holder will be subject to a non-return fee equal to the cost of the nonpromotion retail price. Subject to equipment availability at time of processing. Customer agrees to "like" device if same model is no longer available.

# SELLER:

(Entity Financially and Legally Obligated to Perform Service)

Verizon Wireless Services, LLC One Verizon Way Basking Ridge, NJ 07920-1097

Verizon Wireless Plans, Rate and Coverage Areas, rates, agreement provisions, business practices, procedures, and policies are subject to change as specified in the Customer Agreement.

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