

YOUR VERIZON WIRELESS CUSTOMER AGREEMENT

We're Verizon Wireless. Please carefully read this agreement, including the calling plan or plans you've chosen, before filing it in a safe place.



This agreement covers important topics such as when it begins, how long it lasts, fees for early termination and late payments, our rights to change this agreement and your wireless service, limitations of liability, use of information about you, and settlement of disputes by arbitration instead of in court. If you accept this agreement, it will apply to *all* your wireless service from us, including all lines in service from us and all your existing calling plans. Its provisions also apply to any other transactions or agreements between us. To the extent their terms and conditions conflict with this agreement, this agreement will govern.

■ **Your Calling Plans.** **YOUR CALLING PLANS BECOME PART OF THIS AGREEMENT.** The prices you pay, including activation fees, monthly access fees, monthly minutes of airtime included with an access fee, prices for additional minutes, roaming charges, and any per-minute charges for long distance service from us, may depend in part on how long—the minimum term—you're agreeing in advance to do business with us. Calling plans describe these prices and your minimum term.

■ **Your Rights To Refuse Or Cancel This Agreement.** **THIS AGREEMENT STARTS WHEN YOU ACCEPT.** Paragraphs marked "∞" continue after it ends. You accept when you do *any* of the following things after an opportunity to review this agreement:

- Give us a written or electronic signature;
- Tell us orally or electronically that you accept;
- Activate your service through your wireless phone;
- Open a package that says you are accepting by opening it; or
- Use your service after making any change or addition when we've told you that the change or addition requires acceptance.

IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS. You can cancel (if you're a new customer) or go back to the provisions of your former customer agreement (if you're already a customer) without additional fees if you tell us (and return to us in good condition any wireless phone you got from us with your new service) **WITHIN 15 DAYS** of accepting. You'll still be responsible through that date for the new service and any calls using it.

■ **Termination Fees And Your Rights To Change Or End This Agreement.** ∞ Except as explicitly permitted by this agreement, you must maintain service with us for your minimum term plus any additional time required by any promotions you accept. **IF YOU END YOUR SERVICE SOONER, OR WE TERMINATE YOUR SERVICE FOR GOOD CAUSE, YOU MUST PAY UP TO \$175 PER WIRELESS PHONE NUMBER AS AN EARLY TERMINATION FEE.** Periods of suspension of service don't count toward any minimum term. After your minimum term, you'll become a month-to-month customer under this agreement and can end it at any time by giving us notice. If federal law requires us to let you keep your wireless phone number after termination, we may charge a fee. If at any time you change your service, you'll be subject to any requirements, such as a new minimum term, we set for that change.

■ **Our Rights To Make Changes.** Your service is subject to our business policies, practices, and procedures, which we can change without notice. **WE CAN ALSO CHANGE PRICES AND ANY OTHER TERMS IN THIS AGREEMENT AT ANY TIME BY GIVING YOU WRITTEN NOTICE PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT. IF YOU CHOOSE TO USE YOUR SERVICE AFTER THAT POINT, YOU'RE ACCEPTING THE CHANGES. IF THE CHANGES HAVE A MATERIAL ADVERSE EFFECT ON YOU, HOWEVER, YOU CAN END THE AFFECTED SERVICE, WITHOUT ANY EARLY TERMINATION FEE, JUST BY CALLING US WITHIN 30 DAYS AFTER THE FIRST BILL WHEN THE CHANGES GO INTO EFFECT.**

■ **Your Wireless Phone.** Your wireless phone is any device equipped to receive our wireless voice or data service. It must comply with Federal Communications Commission regulations and be compatible with our network and your calling plan. **We may change a wireless phone's software or programming over the air without notice.** This might affect data stored on your wireless phone, or the way you've programmed it. Your wireless phone may also contain software that prevents it from being used with any other company's wireless service, even if you leave us.

■ **Your Wireless Phone Number And Caller ID.** You don't have any rights in any personal identification number, e-mail address, or identifier we assign you. (We'll tell you if we decide to change or reassign them.) The same is true of your wireless phone number, except for any rights federal law grants you. Your wireless phone number and name may show up when you call someone. You can block this "Caller ID" for most calls by dialing **★67** before each call, or by ordering per-line call blocking (dialing **★82** to unblock) where it's available. You can't block Caller ID to some numbers, such as toll-free numbers. Although it's illegal for unauthorized people to intercept your calls, such interceptions can occur. We may also monitor or record our calls with you for training or quality assurance.

■ **How Service Works.** Wireless phones use radio transmissions, so we can't provide service when your wireless phone isn't in range of one of our transmission sites, or a transmission site of another company that's agreed to carry our customers' calls, or if there isn't sufficient network capacity available at that moment. There are places, particularly in remote areas, with no service at all. Weather, topography, buildings, your wireless phone, and

other conditions we don't control may also cause dropped calls or other problems.

■ **Different Kinds Of Charges and Surcharges We Set.** ∞ You agree to pay all access, usage, and other charges and surcharges we bill you, even if you weren't the user of your wireless phone and didn't authorize its use. You may have to pay a fee to begin service or reconnect suspended service. Usage charges may vary depending on where, when, and how you call. We may charge higher airtime rates for calls made and received on our network outside your calling plan's home airtime rate area. You also have a local calling area (which may be different than your home airtime rate area). When you call from inside a local calling area to somewhere outside of it, or call from anywhere outside a local calling area, there may be toll, regional calling, or long distance charges in addition to airtime. (We provide or select the long distance service for calls on our network.) When you make a call inside your local calling area that uses a local phone company's lines (for example, a call to a typical home phone number), there may be a handling fee called a landline or connection fee. We charge airtime for most calls, including toll free and operator assisted calls. Additional features or services such as time, weather, operator or directory assistance, call dialing, calling card use, call forwarding, data calls, automatic call delivery, voice mail, Roadside Assistance, text messaging, and Mobile Web may have additional charges. We also charge monthly fees (such as universal service and regulatory fees) related to our governmental costs. These recurring fees aren't required by law and are subject to change.

■ **Taxes And Surcharges We Don't Set.** You agree to pay all taxes, surcharges, and fees set by the government. We may not always give advance notice of changes to these items. If you're exempt from some taxes, we need your exemption certificates. You agree to pay for any filings we make related to your exemptions.

■ **Roaming And Roaming Charges.** You're "roaming" whenever you make or receive a call using a transmission site outside your home airtime rate area, or using another company's transmission site. Your wireless phone may sometimes connect to and roam on another company's network even when you're near our transmission sites. There may be extra charges (including long distance or toll charges) and higher rates for calls made or received while roaming, depending on your calling plan.

■ **Cumulative Charges.** On any call you make or receive, a number of the different kinds of charges described above may apply. Charges may also apply to two or more calls simultaneously if you use call waiting, call forwarding, or three way calling.

■ **Your Bill.** ∞ Your bill is our notice to you of your fees and charges and other important information. You should read everything you receive with your bill. We bill applicable usage charges after calls are made or received. We bill some access fees and other charges in advance under some calling plans. If you choose internet billing (where available), you waive any right to paper bills or notices. If your calling plan doesn't include detailed billing, we may charge you for that service if you choose it. We may charge a fee for a bill copy or reprint.

■ **How We Calculate Your Bill.** Your bill reflects the fees and charges in effect under your calling plan at the time they're incurred. You can dispute your bill, but only within 90 days of receiving it. You must still pay any disputed charges until the dispute is resolved. Usage charges may vary by location based on where your wireless phone is when the call starts. If a charge depends on an amount of time used, we'll round up any fraction of a minute to the next full minute unless your calling plan says otherwise. Time starts when you first press "SEND" or the call connects to a network on outgoing calls, and when the call connects to a network (which may be before it rings) on incoming calls. Time may end several seconds after you press "END", or after the call otherwise disconnects. We bill for calls that connect, including calls answered by machines. In some areas we also bill for uncompleted calls that ring for a minute or more. Billing for roaming and any related charges may be delayed depending on when third parties bill us. Roaming airtime may be applied in the month it appears on your bill against airtime included in your calling plan for that month, rather than against airtime included in your calling plan for the month when you actually made or received the call. This may result in charges beyond your expected charges in the later month.

■ **Your Rights For Dropped Calls Or Interrupted Service.** If you get disconnected by our network from a call in your home airtime rate area, redial. If the same number answers within 5 minutes, call us within 90 days and we'll give you a 1 minute airtime credit. If service is interrupted in your home airtime rate area for more than 24 hours in a row due to our fault, call us within 90 days and we'll give you a pro rata daily credit, up to your monthly access charge, for that period. These are your only rights for dropped calls or interrupted service.

■ **Payments, Deposits, Credit Cards, And Checks.** ∞ Payment is due in full as stated on your bill. **IF WE DON'T RECEIVE PAYMENT IN FULL WHEN DUE, WE MAY, TO THE EXTENT PERMITTED BY LAW, CHARGE A LATE FEE OF UP TO 1½ PERCENT A MONTH (18 PERCENT ANNUALLY), OR A FLAT \$5 A MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. WE MAY ALSO CHARGE FOR ANY COLLECTION AGENCY FEES BILLED TO US FOR TRYING TO COLLECT FROM YOU.** We may require an advance deposit (or an increased deposit) from you. We'll pay

simple interest on any deposit at the rate the law requires. Please retain your evidence of deposit. You agree that we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. You can't use a deposit to pay any bill unless we agree. We won't honor limiting notations you make on or with your checks. We may charge you up to \$25 for any returned check, depending on applicable law. We refund final credit balances of less than one dollar only upon request.

■ **If Someone Steals Your Wireless Phone.** If someone steals your wireless phone, notify us, provide us with any documentation (such as a police report) we request, and we'll suspend your service for up to 30 days, or until you replace or recover your wireless phone, whichever comes first. Until you notify us, you're still responsible for all fees and charges.

■ **Our Rights To Limit Or End Service Or This Agreement.** You agree not to use (or to permit your wireless phone to be used) for any purpose that's illegal or not allowed by this agreement. **WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR THIS OR ANY OTHER GOOD CAUSE,** including, but not limited to: (a) paying late more than once in any 12 months; (b) incurring charges larger than a required deposit or billing limit (even if we haven't yet billed the charges); (c) verbally or physically abusing our employees or agents; (d) lying to us; (e) interfering with network, customer service, or business operations; (f) becoming insolvent or going bankrupt; (g) breaching this agreement; (h) "spamming", "mail bombing", or other abusive messaging; (i) modifying your wireless phone from its manufacturer's specifications; (j) providing credit information we can't verify; (k) using your service in a way that adversely affects service to other customers; or (l) allowing anyone to steal or tamper with your wireless phone number. We can also temporarily limit your service for any business or governmental reason.

■ **Directories And Your Privacy.** ∞ Except as follows, we won't share personal information about you with others without your permission. We have a duty under federal law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our service, together with similar information on your bills. (This doesn't include your name, address, and wireless number. Unless you arrange otherwise with us and pay any required fee, we may list them in a public directory. We aren't responsible for mistakes in the listings.) We can, however, share and use this information as required by law, by legal process, by exigent circumstances, or to protect ourselves. By accepting this agreement, you're also consenting to let us use this information, and to share it with our affiliates, to communicate with you about other goods and services. You're consenting as well to let us share it with our agents and with vendors, but only to communicate with you about goods or services in connection with this agreement or that you requested. You can revoke these consents at any time by calling us. In addition, you've authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you.

■ **Disclaimer Of Warranties.** ∞ WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY FEDERAL, STATE, AND LOCAL LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR WIRELESS PHONE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

■ **Waivers And Limitations Of Liability.** ∞ **UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL CLAIM OR SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER.** You agree we aren't liable for problems caused by you or a third party; by buildings, hills, network congestion, tunnels, weather, or other things we don't control; or by any act of God. If another wireless carrier is involved in any problem (for example, while you roam), you also agree to any limitations of liability in its favor that it imposes.

■ **Dispute Resolution And Mandatory Arbitration.** ∞ **INSTEAD OF SUING IN COURT, WE EACH AGREE TO SETTLE DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THE RULES IN ARBITRATION ARE DIFFERENT. THERE'S NO JUDGE OR JURY, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. TO THE FULLEST EXTENT PERMITTED BY LAW WE EACH AGREE THAT:**

1. THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR WIRELESS SERVICE WITH US OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE

NEUTRAL ARBITRATORS ON AN INDIVIDUAL BASIS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB") AS DESCRIBED BELOW. (IF YOUR LOCAL SMALL CLAIMS COURT OFFERS ARBITRATION, YOU MAY ALSO USE THAT PROCESS FOR ANY DISPUTE THAT QUALIFIES.) THIS DOESN'T CHANGE YOUR SUBSTANTIVE RIGHTS, JUST THE POTENTIAL FORUMS FOR RESOLVING DISPUTES. IN ADDITION, YOU CAN STILL BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF APPROPRIATE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN STILL, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF.

2. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. FOR CLAIMS BETWEEN \$2,500 AND \$10,000, THE AAA'S ARBITRATION RULES FOR THE RESOLUTION OF CONSUMER-RELATED DISPUTES (THE "CONSUMER RULES"), WHICH INCLUDE A SMALL CLAIMS COURT OPTION, WILL APPLY. FOR CLAIMS UNDER \$2,500, THE COMPLAINING PARTY CAN CHOOSE EITHER THE CONSUMER RULES OR THE BBB'S RULES FOR BINDING ARBITRATION. AN ARBITRATOR MAY, UNDER ANY OF THESE RULES, REQUIRE EACH OF US TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF 3 NEW ARBITRATORS.

3. YOU CAN OBTAIN RULES AND FEE INFORMATION FROM THE AAA (www.adr.org), THE BBB (www.bbb.org) OR FROM US. IF YOU CAN'T PAY THE REQUIRED ARBITRATION FEES, IF ANY THERE ARE FEE WAIVER PROGRAMS. EVEN IF YOU DON'T QUALIFY FOR A FEE WAIVER, WE'LL PAY ALL BUT \$100 OF ANY COMBINED FEES YOU'D BE REQUIRED TO PAY FOR FILING AND A FIRST DAY OF ARBITRATION IF YOU COMPLETE OUR MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOESN'T DECIDE THEIR ISSUES. IN OUR MEDIATION PROGRAM, WE'LL ASSIGN SOMEONE (WHO MAY BE FROM OUR COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. COMPLETING THE MEDIATION PROGRAM MEANS PARTICIPATING IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION. YOU CAN CONTACT US AT www.verizonwireless.com OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE.

4. ONLY AN ARBITRATOR CAN DECIDE WHETHER AN ISSUE IS ARBITRABLE. AN ARBITRATOR CAN ALLOCATE THE FEES AND COSTS OF ARBITRATION IN AN AWARD. **IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO.** ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

5. **IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, WE EACH WAIVE ANY TRIAL BY JURY.**

■ **About You.** ∞ You represent that you're at least 18 years old and have the legal capacity to accept this agreement. If you're ordering for a company, you're representing that you're authorized to bind it, and where the context requires, "you" means the company.

■ **About This Agreement.** ∞ A waiver of any part of this agreement in one instance won't be a waiver of any other part or any other instance. You can't assign this agreement or any of your rights or duties under it. We may assign all or part of this agreement without notice, and you agree to make all subsequent payments as instructed. NOTICES ARE CONSIDERED DELIVERED 3 DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, IF BY US, OR TO THE CUSTOMER SERVICE ADDRESS ON YOUR MOST RECENT BILL, IF BY YOU. If any part of this agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this agreement. This agreement and the documents to which it refers form the entire agreement between us on their subjects. You can't rely on any other documents or statements on those subjects, and you have no other rights with respect to service or this agreement, except as specifically provided by law. This agreement isn't for the benefit of any third party except our parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. It's governed by the laws of the state encompassing the area code assigned to your wireless phone number, without regard to the conflicts of laws rules of that state. It's also subject to any applicable tariffs.