YOUR Wireless CUSTOMER AGREEMENT

We’re Verizon. Please carefully read this agreement, including the calling plans or options 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. In 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, fees 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 Right To Refuse Or Cancel This Agreement. This agreement starts when you accept Paragraph 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 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 acceptance. You’ll be responsible for that during the term.

Termination Fees And Your Rights To Change Or End This Agreement. Except as noted, 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 us up to $175 per wireless phone number as an EARLY TERMINATION FEE.

If you cancel, pay us for the unearned portion of the monthly charges (such as universal service and regulatory fees) related to calling service for that period. 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 cancel 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 network’s capabilities, policies, and procedures, which we can change without notice. We can also change charges and any other TERMS IN THIS AGREEMENT AT ANY TIME BY GIVING YOU WRITTEN NOTICE AT LEAST 30 DAYS PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT. If you choose to use your service after the change goes into effect, you’re agreeing to the changes.

If the changes have a material adverse effect on you, however, you can cancel your service and get a refund of any UNPAID TERMINATION FEE, PLUS MAKE UP TO 30 DAYS AFTER THE FIRST BILL WHEN THE CHANGES GO INTO EFFECT.

Our 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.

Our 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 under federal law granted 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 611 before each call, or by ordering a per-line call blocking (dialing 852 to unblock) where it’s available. You can’t block Caller ID to other 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 guarantee that you won’t experience any drop in any 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 in those 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 it to us. You may have to pay a fee to begin service or reconnect suspended service. Usage charges may vary depending on when, where, 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 billing fee, voice mail, Roadside Assistance, text messaging, and Mobile Web. We may 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 require an advance deposit (or an increased deposit) from us, including all lines in service from us and all your existing calling plans. 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 their own charges (including long distance toll or toll charges) and higher rate 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 information. You should read everything you receive with your bill. We’ll 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 this billing method (where available), you will see one on your bill. If your plan doesn’t include detailed billing, we may bill you for that service if you choose it. We may charge you a fee for a 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 within 90 days after receipt of your bill. You must dispute your bill within 90 days. You’ll get a refund of any disputed charges until the dispute is resolved. Usage charges may vary by location based on where your phone is when the call is answered. Your usage 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 when the call connects to a network on outgoing calls, and when the call connects to a network (which may be before it’s answered) on incoming calls. Time may start several seconds after you press “END,” or after the call otherwise disconnects. We’ll 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 third parties billing us. Roaming airtime may be applied in the month it appears on your bill 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 area, your charge is invalid. If your call is interrupted in your home airtime area rate 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 upon receipt. (If we don’t receive payment in full when due, we may, at our option, charge a LATE FEE OR UP TO 15% INTEREST.) For some services, deposits or DUE TO UNPAID BALANCES; WE MAY ALSO CHARGE FOR ANY COLLECTION AGENCY SALES, WE WILL NOT ACCEPT CASH OR CASHIER’S CHECKS. TO DISCONNECT FROM YOUR SERVICE, YOU MAY REQUIRE AN ADVANCE DEPOSIT. If you fail to pay us when due, we may disconnect your service.) If you don’t pay at all, we may disconnect your service and give you a 1 minute airtime credit. If service is interrupted in your home airtime area rate 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.
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 or IRS Arbitration, you may also use that process for any dispute that qualifies.) This case is not an interstate case, and we don’t have any interest in 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 WIA’s rules will apply. For claims under $2,500, the complaining party can choose either the consumer-related arbitrations (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-related arbitrations (the "Consumer Rules") which include a small claims court option, will apply, for claims under $2,500. If the complaining party chooses to use the consumer-related arbitrations, the arbitrator may, under any of these rules, require each of us to exchange relevant evidence from advance agreements 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) or from us at the BBB (www.bbb.org) if you pay the required arbitration fees, if any. There are free alternative procedures, even if you don’t qualify for a free waiver. If you do qualify for a free waiver, we’ll pay all or but $100 of any combined fees you’ll 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, who is independent of each of us, will help you decide issues. In our mediation program, we’ll assign someone who may be from our company to directly be involved in the dispute mediation. That person (the "Mediator") will provide the service (the "Mediation Program") in good faith. 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 attorney’s fees. The completion of an arbitration is final and binding and may be confirmed in any court. Any judgment confirming it applies to the arbitration in which it was awarded and can’t be avoided 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 current billing address we have on file for you. By using our services, you agree to be bound by and comply with the terms and conditions of any arbitration agreement we have with you that applies to our services. This agreement and the documents to which it refers form the entire agreement between us on those subjects. You can’t rely on any oral agreements 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 your parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. It’s governed by the laws of the state or the federal law of the state where the area code assigned to your wireless phone number, without regard to the jurisdictions of laws of that state. It’s also subject to any applicable tariffs.