

## **VERIZON Fios® DIGITAL VOICE TERMS OF SERVICE**

Welcome to Verizon's Fios Digital Voice Service.

Please read this agreement carefully before filing it in a safe place for future reference.

In this Agreement ("Agreement"), "you" and "your" mean the customer of Verizon Fios Digital Voice Service ("Service(s)") defined below, and "Verizon," "we," "our," and "us" mean the Verizon operating companies that provide you with Service (see Exhibit A for the specific Verizon company providing the Service in your state). You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. Providing false or incorrect information may result in Service provisioning delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency response center personnel.

This Agreement incorporates the terms of the Calling Plan you selected. The Calling Plan includes your monthly service allowances and features. To the extent that there is a conflict between this Agreement and your Calling Plan, the terms in your Calling Plan will govern.

**This Agreement becomes binding when you accept this Agreement. You accept this Agreement and Verizon's terms and charges when you subscribe to, use or pay for the Services or tell us orally or through written or electronic means that you accept the Agreement.**

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT. YOU WILL BE RESPONSIBLE FOR ANY CHARGES ASSOCIATED WITH THE SERVICE UNTIL THE SERVICE CANCELLATION DATE.**

### **NOTICE OF ARBITRATION AGREEMENT**

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. IT REQUIRES THAT DISPUTES BE RESOLVED BY ARBITRATION, RATHER THAN CLASS ACTION LAWSUITS OR JURY TRIALS (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). PLEASE SEE SECTION 14 FOR MORE INFORMATION.**

#### **1) DEFINITION OF SERVICE**

- a) Verizon Fios Digital Voice Service is a residential voice service. For purposes of this Agreement, the term "Service" shall mean Verizon Fios Digital Voice Service, including all software, equipment and other features, products and services provided by Verizon under the Calling Plan that you selected.
- b) Fios Digital Voice service requires 10-digit dialing. Home security system settings may need to be modified from 7 to 10-digit dialing.
- c) Fios Digital Voice service does not allow the Customer to make 500, 700, 900, 950, 976, 00 01, 0+, calling card calls or dial-around calls (e.g., 10-10-XXXX). Nor does it allow the Customer to accept collect calls or third number billed calls. The Company will not bill any charges on behalf of other carriers.
- d) The Service is subject to billing and technical capability and the availability of facilities. The Service is not available in all locations.

2) **SERVICE USE AND LIMITATIONS; CUSTOMER OBLIGATIONS**

- a) **Use of Service.** You agree that the use of the Service, without limitation, is your sole responsibility, is at your own risk, and is subject to all applicable local, state, national and international laws and regulations. This includes the use of the Service by others, with or without your permission. You may not resell, assign or otherwise transfer the Service or Agreement to any other person for any purpose, or make any change for the use of the Service, without express written permission from Verizon in advance.
- b) **Loss of Service Due to Power Failure.** You are responsible for providing the electrical power necessary for the Service to function. The Service (including 911 dialing) will not function during a power outage without a back-up power source. A battery back-up feature is available for your Verizon equipment. Depending on your equipment type, you may choose to use this battery back-up feature by maintaining a  
(i) 12 Volt battery in the built-in battery backup-unit or (ii) D Cell batteries in the optional Verizon PowerReserve device that plugs into your equipment.  
With a fully-charged battery (or batteries), the battery back-up feature will power the basic calling functions of your Service for up to eight (8) hours in the event of a power outage. The Verizon PowerReserve device may be purchased through Verizon. 12 Volt batteries may be purchased through Verizon or a third party. The battery back-up feature will not power cordless phones, Internet or TV service, or alarm system equipment. A power failure or service disruption may require you to reset or reconfigure equipment prior to using the Service. Additional information, including equipment type, battery testing, monitoring, use, storage and warranties can be found at [verizon.com/battery](http://verizon.com/battery).
- c) **International Calling.** The current plans and rates for international calling can be found at <http://www.verizon.com/home/phone/fiosdigitalvoice/>. Information on current rates is also available by contacting Verizon Customer Service at 1.800.Verizon (1.800.837.4966).
- d) **Telephone Number.** You have the option to select a telephone number that is outside of your traditional local exchange area ("Pick Your Own Area Code ("PYOAC") Number"). Use of this PYOAC number for certain types of calls, such as 311 calls, may not allow you to reach the local organizations that support these types of calls. A white pages directory listing is not available for any PYOAC number on your account. In addition, if you are a TTY customer and use your PYOAC number to dial 711 and need to reach an emergency operator, it is possible that the telecommunications relay service operator will not be able to direct your call to the appropriate emergency service provider. If you are a TTY customer, we urge you to call 911 to reach emergency assistance.
- e) **Notice of Changes.** You agree to promptly notify Verizon whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit card number and expiration date). You acknowledge and agree that Verizon will be sending you information, including via e-mail, over the Internet.

3) **REVISIONS TO TERMS AND PRICING**

- a) The current version of the terms of this Agreement shall be available on [www.Verizon.com/terms](http://www.Verizon.com/terms). From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the prices for the Service. We will provide notice of such revisions by posting revisions to the website Announcements page or to the Account Manager.

Increases to the prices or material revisions to the Agreement shall be effective no sooner than 30 days after we post them on our website at [www.verizon.com/terms\\_or\\_otherwise\\_provide\\_you\\_with\\_notice\\_in\\_accordance\\_with\\_Section\\_7](http://www.verizon.com/terms_or_otherwise_provide_you_with_notice_in_accordance_with_Section_7). If you do not agree to Verizon's revision(s), you must terminate your Service immediately in accordance

with this Agreement. By continuing to use the Service after revisions are in effect, you accept and agree to all revisions.

4) **PRICING AND PAYMENT**

- a) **Prices and Fees.** You agree to pay us for the Service at the prices and charges that are billed to you. Billing for the Service will begin automatically (i) upon installation of the Service if the Service is installed by Verizon or (ii) on the Due Date established by Verizon (after the equipment has been delivered) if the Service is self-installed by you. Monthly recurring charges will be billed one month in advance. The charges for any particular call will depend on a number of factors which include, for example, the Calling Plan selected, call duration, and type of call (e.g., domestic or international). International calls to certain types of phone numbers (e.g., mobile numbers) may be subject to additional charges. If you activate certain features, such as Simultaneous Ring or Call Forwarding, additional per minute or international charges may be incurred. You will not be able to forward any of your calls to international numbers. All charges due are payable in immediately available U.S. dollars. You agree to pay an agent assistance fee of seven dollars, which may be charged if you make a payment arrangement through a Verizon call center representative.
- b) **Call rounding/detail.** All calls are rounded up to the next highest minute and billed accordingly. You can view your detailed bill online with your Fios Digital Voice account manager. Your call detail may not appear on your monthly paper bill or your charge card statement.
- c) **Taxes and Other Charges.** Verizon also may charge you for any applicable taxes, fees, surcharges, account set-up fees or other charges made using the Service, unless you can show with documentation satisfactory to us that you are exempt from these charges. We will not provide advance notice of changes to taxes, surcharges and fees, except as required by applicable law.
- d) **Payment.** You must pay all bills or invoices on time (on or before the due date). We do not waive our right to collect the full amount due if you pay late or if you pay only a part of the bill.
- e) **Late Fees.** If 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 \$9 per month, whichever is greater, if allowed by law in the state of your billing address. The fees that are applicable to your account are displayed on your monthly bill. If any portion of your bill is not paid by the due date, Verizon may also terminate or suspend your Service without notice. If Verizon uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees. If you fail to pay on time and Verizon refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18 percent.
- f) **Charge Card Payment.** You may choose to have your Service billed directly to a charge card acceptable to Verizon. IF YOU ELECT TO BE BILLED FOR THE SERVICE ON YOUR CHARGE CARD, VERIZON WILL CONTINUE TO BILL THE CARD UNTIL YOU TELL US TO CANCEL SUCH BILLING, AND YOU ALSO AGREE THAT VERIZON

MAY RECEIVE UPDATED CARD ACCOUNT INFORMATION FROM YOUR CARD ISSUER. If your charge card is declined, is invalid or payment is not made by the issuer of your charge card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full. If you wish to cancel your CHARGE CARD billing method, or have any questions about the billing method, you may call VERIZON CUSTOMER SERVICE at 1.800.Verizon (1.800.837.4966).

- g) **Credit Check.** We will evaluate your credit history before providing you service. Your consent may be sought to obtain your credit information from consumer credit reporting agencies at any time and to share it with our affiliates. If your payment history is not acceptable to Verizon or if your payment history is unknown or indeterminable, you may be required, at any time, to provide: (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to Verizon and authorization for Verizon to charge usage to your credit card account; (iii) agreement that your usage of Verizon's network and services will be subject to toll usage limits to be determined by Verizon; or (iv) a deposit. Verizon may refuse to furnish services if any charges owed by you to Verizon or any Verizon affiliate are past due for service(s) provided to you.
- h) **Deposits.** We may require that you provide us with a refundable deposit ("Customer Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged equipment, if applicable. If you fail to pay for the Services when due, we may use the deposit to satisfy amounts due without giving notice to you.

## 5) **TERM AND TERMINATION; SUSPENSION**

- a) **Termination.** This Agreement shall continue, subject to the terms of this Section, until terminated by either party as permitted by this Agreement.
- b) **Termination of Service with Notice.** Either you or Verizon may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth in this Agreement. Unless otherwise required by applicable law, termination will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through that date.
- c) **Limitation, Suspension and/or Termination of the Service by Verizon.**
  - i) Verizon can, without notice, limit, suspend or terminate your Service if: (1) you are in breach of any of the terms of this Agreement or any payment obligations with respect to the Service, or if charges owed by you to any Verizon affiliate are past due for service(s) provided to you; (2) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Verizon's network or the use and enjoyment of other users; (3) we are required by a judicial, legislative or regulatory body of competent jurisdiction to suspend or terminate your Service; (4) a ruling, regulation, or order is issued by a judicial, legislative or regulatory body that conflicts with this Agreement; (5) we for any reason cease to offer the Service in whole or in part; (6) you no longer meet the prerequisites for the Service; (7) you, any user of your Service, or any authorized contact on your account threatens our representatives, uses vulgar and/or inappropriate language toward our representatives, "spams" or engages in other abusive messaging or calling; (8) we

take action to prevent or to protect against fraud, or to otherwise protect Verizon's personnel, agents, facilities, or services; (9) you use, or attempt to use, the Service for commercial, business or other non-residential purposes; or (10) for any good cause. Verizon shall have sole discretion in its determination of whether any of the conditions (1) – (10) are met.

ii) **Repair of Service.** We have the right at any time to suspend or interrupt Services to make necessary repairs or changes in our facilities. We may refuse to repair Service if we determine that the conditions at your premises are unsafe for us or our agents.

6) **RESTORATION OF SERVICE**

- a) Whenever service is disconnected for fraudulent or unauthorized use of service, Verizon may, before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such use.
- b) Verizon, in its sole discretion, may refuse to accept your request or application for Service following a termination or suspension of your use of the Service. You must pay past due charges before the Service is reconnected and, if your Service is terminated or suspended for any reason, you may be required to pay a reconnection fee if the Service is reactivated.

7) **NOTICES**

If either of us intends to seek arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to Verizon of either arbitration or mediation should be sent to [NoticeOfDispute@verizon.com](mailto:NoticeOfDispute@verizon.com) or to Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920. A copy of the Notice of Dispute form can also be obtained from [NoticeofDispute@verizon.com](mailto:NoticeofDispute@verizon.com) or from the Verizon Dispute Resolution Manager, and can also be found at [www.verizon.com/terms/disputes](http://www.verizon.com/terms/disputes). The notice must describe the nature of the claim and the relief being sought, in the manner directed in the applicable arbitration or mediation Section of this Agreement. Other notices required under this Agreement shall be provided by you by contacting us via the methods set forth in your monthly invoice or in the Contact Us section of verizon.com. Our notices to you shall be deemed given: (a) when sent by e-mail to your last-known e-mail address according to our records; (b) when delivered over the cable system; (c) when deposited in the United States mail addressed to you at your last-known address; or (d) when hand-delivered to your Premises, as applicable. Mailed notices may also be included in our billing statements to you.

8) **PRIVACY POLICY**

- a) The Service may use, in whole or in part, a managed data network, the public internet and third-party networks to transmit voice and other communications. Verizon will take reasonable measures with respect to the secure transmission of the Service. Verizon will treat your personal information in accordance with its then-current Privacy Policy (available at <http://www.verizon.com/privacy>) and the terms of this Agreement. The Verizon Privacy Policy is incorporated into this Agreement by reference. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of



information about your account and your use of the Service. In the event of a conflict between Verizon's Privacy Policy and the other terms of this Agreement, this Agreement shall control.

- b) In the course of providing services to you, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of the telecommunications services you purchase. This information and related billing information is known as Customer Proprietary Network Information, or CPNI. (CPNI does not include your name, address, and phone number.) We may use this information, without further authorization by you, to offer you: (i) services of the type you already purchase from us, and (ii) the full range of products and services available from Verizon and other Verizon companies that may be different from the type of services you currently buy from us. Use of your information will permit us to offer you a package of services tailored to your specific needs. Without further authorization by you, we may also share your information with other Verizon companies with whom you already have an existing service relationship.

9) **LIMITATIONS ON 911 EMERGENCY RESPONSE SERVICES**

- a) **Our liability to you, to anyone dialing 911 using the Service, or to any other person or party, for any loss or damage arising from errors, interruptions, omissions, delays, defects, or failures of 911 services whether caused by our negligence or otherwise, shall not exceed the amount of our charges for such services during the affected period of time. This limitation of liability is in addition to any other limitations contained in this Agreement.**
- b) **Service Outage Due to Suspension of Your Account.** You acknowledge and agree that a service outage due to suspension of your account as a result of billing issues will prevent ALL Service from being provided to you, including any 911 emergency response services.
- c) **Potential Limitations.** You agree that any 911 calls made using the Service may be subject to network congestion and/or reduced routing or processing speed. If you have Call Forwarding, Do Not Disturb, Simultaneous Ring or other features programmed and in use at the time you dial a 911 call and your call is interrupted, the emergency dispatcher may not be able to call you back at the phone from which you dialed the call.
- d) **Additional Service Limitations that Apply in the Event that Verizon Cannot Route Your 911 Call Directly to the Appropriate Emergency Service Provider.** If, for any reason, Verizon cannot directly route your 911 call to the appropriate emergency service provider, your 911 call will be routed to a Verizon operator. You agree that the operator and/or emergency response center personnel receiving your call may not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You agree that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to provide your phone number and physical location and/or if the Service is not operational for any reason. After you identify your location, the Verizon operator will determine the appropriate emergency response center for your location and route you to the general telephone number for that center.

10) **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- a) THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, MAKE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONCERNING YOUR SERVICE. VERIZON DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION.
- b) IN NO EVENT SHALL VERIZON (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF REVENUE OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES; OR (2) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- c) VERIZON SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (2) EQUIPMENT, NETWORK OR FACILITY FAILURE, UPGRADE, SHORTAGE, RELOCATION OR MODIFICATION; (3) EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OR (4) ANY OTHER CAUSE THAT IS BEYOND VERIZON'S CONTROL.
- d) VERIZON'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.
- e) THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS) WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. UPON DETERMINATION THAT ANY SUCH EXCLUSION OR LIMITATION DOES NOT APPLY, VERIZON MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT TO EFFECT THE ORIGINAL INTENT AS CLOSELY AS POSSIBLE.
- f) VERIZON RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE).

11) **INDEMNIFICATION**

- a) You agree to defend, indemnify and hold harmless Verizon from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) negligent acts, errors or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (c) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Verizon; (d) claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; or (e) the absence, failure or outage of the Service, including the 911 emergency response service, and/or the inability of you or any third-party user of your Service to be able to access emergency response center personnel.

12) **GENERAL PROVISIONS**

- a) The Service is not subject to regulation by a state public utility commission or other state utility regulatory authority.
- b) All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.
- c) Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.
- d) We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed. This Agreement is not for the benefit of any third party except Verizon's parents, affiliates, subsidiaries, agents and predecessors and successors in interest.
- e) If any of the terms or conditions in this Agreement is held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not affect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.
- f) Except as otherwise required by law, you and Verizon agree that the Federal Arbitration Act and the substantive laws of the state of your billing address, without reference to its principles of conflicts of laws, will be applied to govern and construe all of the rights and duties of the parties under this Agreement, except as otherwise required by law or to the extent such state law is pre-empted by applicable federal law, including the rules and regulations of the Federal Communications Commission. **UNLESS YOU AND VERIZON AGREE OTHERWISE, YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN AN ARBITRATION OR SMALL CLAIMS COURT LOCATED IN THE COUNTY OF YOUR BILLING ADDRESS, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT.** Except as otherwise required by law, including state laws relating



to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred.

- g) We reserve the right to modify the Service to reflect any change in any governing law, underlying network service or component affecting the Service.
  - h) Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future.
  - i) This Agreement, including all attachments and all other policies which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.
- 13) **VOLUNTARY MEDIATION.** Verizon offers customers the option of participating in a free internal mediation program. This program is entirely voluntary and does not affect either party's rights in any other aspect of the dispute resolution procedures outlined in Section 14. In our voluntary mediation program, we will assign an employee who is not directly involved in the dispute to help both sides reach an agreement. That person has all the rights and protections of a mediator and the process has all of the protections associated with mediation. For example, nothing said in the mediation can be used later in an arbitration or lawsuit. If you would like to know more, or you would like to start the mediation process, please contact us at [NoticeofDispute@verizon.com](mailto:NoticeofDispute@verizon.com) or through Verizon Online Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920, for a notice of customer dispute form. A copy of the Notice of Dispute form can also be found at [www.verizon.com/terms/disputes](http://www.verizon.com/terms/disputes). Fill out and send the Notice of Dispute Form to us according to the directions on the form.
- 14) **ARBITRATION OR SMALL CLAIMS ACTIONS.**  
**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 BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU 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 IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES) WILL BE RESOLVED BY

ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF THE BETTER BUSINESS BUREAU ("BBB"), OR FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

2. UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S ARBITRATION RULES WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE THE AAA'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU WOULD LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN-PERSON OR BY PHONE.
3. THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR SHALL NOT HAVE THE POWER TO DETERMINE THAT CLASS ARBITRATION IS PERMISSIBLE. THE ARBITRATOR ALSO SHALL NOT HAVE THE POWER TO PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION, OR TO AWARD ANY FORM OF CLASSWIDE OR COLLECTIVE REMEDY. INSTEAD, THE ARBITRATOR SHALL HAVE POWER TO AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. NO AAA RULE WILL APPLY IF IT CONFLICTS WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY CONTRARY PROVISION IN THE AAA OR BBB RULES, THE ARBITRATOR WILL BE BOUND TO APPLY LEGAL PRINCIPLES AND THE LAWS THAT GOVERN THIS AGREEMENT, AND DOES NOT HAVE THE POWER TO AWARD ANY RELIEF THAT IS NOT AUTHORIZED BY SUCH LAWS.
4. IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST

30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO NOTICEOFDISPUTE@VERIZON.COM OR TO VERIZON DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, VC52N090, BASKING RIDGE, NJ 07920. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. VERIZON WILL PAY ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, VERIZON WILL PAY THE FEE DIRECTLY TO THE AAA. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER.

5. WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION EVIDENTIARY HEARING BEGINS (OR, IF THERE IS NO EVIDENTIARY HEARING, BEFORE THE PARTIES COMPLETE SUBMISSION OF THEIR EVIDENCE TO THE ARBITRATOR). THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DO NOT ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT IS MORE THAN OUR OFFER BUT LESS THAN \$5000, OR IF WE DO NOT MAKE YOU AN OFFER AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5000, THEN WE AGREE TO PAY YOU \$5000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5000, THEN WE WILL PAY YOU THE AMOUNT AWARDED.
6. AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.
7. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION 19.3 CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
8. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON 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.

**Exhibit A**

<b>LOCATION</b>	<b>VERIZON AFFILIATE</b>
Connecticut	Verizon New York Inc.
Delaware	Verizon Delaware LLC
Maryland	Verizon Maryland LLC
Massachusetts	Verizon New England Inc.
New Jersey	Verizon New Jersey Inc.
New York	Verizon New York Inc.
Pennsylvania	Verizon Pennsylvania LLC
Rhode Island	Verizon New England Inc.
Virginia (with exception of areas listed	Verizon Virginia LLC.
Dumfries, Quantico, Prince William County, VA	Verizon South Inc.
Washington, DC	Verizon Washington, DC Inc.

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## Fios Digital Voice

### General Description

Fios Digital Voice Service is a voice over internet protocol service that allows the Customer to call domestic locations as well as international locations. Fios Digital Voice Service also includes use of calling features and an Account Manager. Pricing varies depending on the calling plan the Customer selects. Fios Digital Voice can only be used in the United States, where facilities permit.

The Company will provide Fios Digital Voice Service only in those areas of the United States where the Company can direct a 911 call to the appropriate emergency response center in a manner consistent with applicable laws, rules, and regulations, including, without limitation, FCC rules and requirements.

The Customer may select a Primary Telephone Number from a list of available area codes. The Customer does not need to select a Primary Telephone Number that relates to the geographic location of the Customer. In addition, the Customer may, at an additional cost specified below, select up to five Virtual Telephone Numbers per primary telephone number from a list of available area codes. Virtual Telephone Numbers only deliver incoming calls. The Customer may have their primary telephone number listed in the white pages and directory assistance at no additional charge. A Pick Your Own Area Code number may not be listed in the white pages.

Fios Digital Voice service does not allow the Customer to make 500, 700, 900, 950, 976, 0001, 0+, calling card calls or dial-around calls (e.g., 10-10-XXXX). Nor does it allow the Customer to accept collect calls or third number billed calls. The Company will not bill any charges on behalf of other carriers.

### Calling Features and Account Manager

Fios Digital Voice Service includes certain calling features as well as use of an Account Manager. The calling features and functionalities available through the Account Manager may be changed from time to time. Calling features include, but are not limited to the following:

Anonymous Call Rejection	Incoming Call Block
Back-Up Number	Simultaneous Ring
Call Forwarding (Domestic Only)	Speed Dial 100
Caller ID with Name	Three Way Calling
Caller ID Block	Voice Mail* Call
Waiting	Call Return
Place a Call	Distinctive Ring
Do Not Disturb	

\* Voice Mailboxes not set up within 60 days of activation will be removed.

## Account Manager

Every Fios Digital Voice Customer will be given access to an Account Manager which provides account information (e.g., phone number, calling plan, call detail) and access to most of the calling features described above. Information and functionalities available through the Account Manager include, but are not limited to: view of incoming, outgoing and missed calls, view of voicemails; electronic phone book; and calendar.

## Application of Charges

### Fios Digital Voice Monthly Recurring Charges

A monthly recurring charge applies to each Fios Digital Voice calling plan. The monthly recurring charge will vary depending on the calling plan selected. All standard calling features and the Account Manager are included in the monthly recurring charge. The pricing for international calling is described separately. There is also a monthly recurring charge associated with the optional Virtual Telephone Numbers. If the Customer terminates Service in the middle of the month, the Company will not credit the Customer for the partial month of service.

## Rates and Charges

### Nonrecurring Charges

	<b><u>Nonrecurring Charges</u></b>
Installation of first phone jack	\$95.00
Installation of additional phone jacks	\$53.00

### Monthly Recurring Charges

#### Fios Digital Voice Unlimited Plan

This Plan offers unlimited domestic outbound calling, unlimited inbound calling, use of the calling features described above, and use of the Personal Account Manager. This is a single line plan, however, a Customer may purchase additional lines (maximum of 5).

	<b><u>Monthly Recurring Charge</u></b>
Fios Digital Voice Unlimited Plan	\$44.99
Each Additional Line (maximum of 5)	\$9.99/line

## Fios Digital Voice Per Minute Plan

The Per Minute Plan charges the Customer a monthly recurring charge in addition to a charge for each minute of use. Calls to other Fios Digital Voice customers as well as calls to Verizon residential wireline local phone service customers are considered "In-Network" calls and are included in the monthly plan fee. This is a single line plan.

	<b><u>Monthly Recurring Charge</u></b>
Fios Digital Voice Per Minute Plan	\$14.99

	<b><u>Per Minute of Use Charge</u></b>
Fios Digital Voice Per Minute Plan	\$0.05

### Other Charges

Directory Assistance*	\$2.99 per call
Operator Assistance	\$4.50 per call

Virtual Telephone Number Charge	\$6.99 per month
Pick Your Own Area Code Number	\$4.99
Vanity Number	\$4.99
Primary Line Non-Published	\$0.00 per month
Primary Line – Non-listed	\$0.00 per month
Telephone Number Change Charge	\$22.00
Service Restoral Charge	\$29.99
Late Payment Charge	varies by state

International Calling	International Rates, Terms and Conditions
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\* Callers may request a second listing, at no additional charge, by remaining on the line after receiving their first listing.

## Fios Digital Voice - Verizon World Plan

### General Description

Verizon World Plan is an optional international calling plan available to Fios Digital Voice customers that subscribe to one of the Fios Digital Voice domestic calling plans. Verizon World Plan is available for international direct-dialed outbound calling from the United States, subject to the availability of necessary facilities and systems, including but not limited to billing.

### Application of Rates and Charges

A Monthly Recurring Charge applies to a line subscribed to Verizon World Plan, which includes a block of either 300 or 500 minutes of international direct-dialed calling to the locations specified in Table 1 below. Calls in excess of the monthly block of minutes, and all calls to countries/ international destinations or locations not specified in Table 1 are billed at the usage rates specified in Table 2 below. The rates in Table 2 apply during all time periods and all days of the week. Taxes and fees are in addition to the stated rates. Premium Termination surcharges may apply.

## Application of Rates and Charges, (Cont'd.)

**Table 1 – International Locations Included in the Block of Time**

Albania	Denmark	Laos	San Marino
	Dominican		
Andorra	Republic	Latvia	Serbia
Antigua	Ecuador	Lebanon	Singapore
Argentina	El Salvador	Liechtenstein	Slovakia
Armenia	Falkland Islands	Lithuania	Slovenia
Aruba	Finland	Luxembourg	South Africa
Australia	France	Macau	South Korea
Austria	French Antilles	Macedonia	Spain
Bahamas	French Guiana	Malawi	Sri Lanka
Bahrain	Georgia	Malaysia	St Kitts & Nevis
Bangladesh	Germany	Mexico	St Lucia
			St Maarten
			St Vincent &
			Grenadines
Barbados	Ghana	Monaco	Sweden
Belgium	Gibraltar	Mongolia	Switzerland
Bermuda	Greece	Montenegro	Taiwan
Bolivia	Grenada	Montserrat	Thailand
Brazil	Guadeloupe	Netherland Antilles	Trinidad & Tobago
British Virgin Islands	Guatemala	Netherlands	Turkey
Brunei	Haiti	New Zealand	Turkmenistan
Bulgaria	Hong Kong	Norway	Turks & Caicos
Burundi	Hungary	Pakistan	Ukraine
Cambodia	Iceland	Panama	United Kingdom
Cameroon	India	Paraguay	Uruguay
Canada	Indonesia	Peru	Uzbekistan
Cayman Islands	Ireland	Philippines	Venezuela
Chile	Israel	Poland	Vietnam
China	Italy	Portugal	Zimbabwe
Colombia	Jamaica	Romania	
Costa Rica	Japan	Russia	
Croatia	Jordan		
Czech Republic	Kazakhstan		
Democratic Republic	Kuwait		
of Congo	Kyrgyzstan		

## Rates and Charges

### Monthly Recurring Charges

The Monthly Recurring Charge (MRC) is billed each month in advance. The Customer who adds this plan during a billing cycle will be billed prorated MRC based on the number of days left in the billing cycle. If the Customer elects to cancel Verizon World Plan, the MRC for the last month will be prorated based on the date of disconnection.

The MRC for customers subscribing to Fios Digital Voice will be discounted by \$4.99/month for as long as they keep the plan.

<u>Minutes Allocated</u>	<u>Monthly Recurring Charge</u>
300	\$14.99
500	\$19.99
Discount	\$4.99/month

### Usage Rates

Each call is measured and billed individually in one minute increments after an initial minimum call duration of one minute. Any partial minute is rounded up to a full minute. Fractional charges are rounded up to the next cent.

In addition to the Monthly Recurring Charge and usage rates, as applicable from Table

2 below, Premium Termination Surcharges may apply to direct-dialed calls to premium services in certain localities.

Many foreign telecommunications companies impose premium fees on Verizon to complete international calls to certain types of devices or services. These include calls made to wireless phones, pagers, personal computers and personal digital assistants (PDA's); calls that require satellite technology; and calls to information services, such as chat lines or other 900-type numbers. If you make an international call to one of these devices or services, the call will be billed at a higher rate than the standard rate for other international calls. The higher rates may vary by international plan and reflect the higher costs that Verizon incurs to complete your calls to these devices regardless of which international calling plan you subscribe to. If you do not select an international calling plan, these surcharges are added to Fios Digital Voice international rates. Devices and services that are billed premium fees are subject to change without advanced notice.

Calls to cell phones in 98 countries/international destinations within the Verizon World Plan allotment of minutes (the first 300 or 500) will not be charged premium fees. Other call types, calls in excess of Verizon World Plan minutes, or calls to remaining 28 countries/international destinations even within the Verizon World Plan minutes, may still be charged premium fees. Premium termination charges will always apply to the following 28 countries/international destinations: Albania, Argentina, Aruba, Barbados, Bolivia, Cameroon, Croatia, Democratic Republic of Congo, Ecuador, El Salvador, Ghana, Grenada, Guadeloupe, Haiti, Jamaica, Latvia, Lebanon, Macedonia, Montenegro, Philippines, Pakistan, Slovakia, St. Lucia, St. Vincent & Grenadines, Trinidad & Tobago, Turks & Caicos, Ukraine, and Zimbabwe.



For more information you can visit our website at:  
<http://www.verizon.com/home/phone/fiosdigitalvoice/>.

In addition to the Monthly Recurring Charge and usage rates, International Operator Assisted Calling Usage Rates apply.

Customers who do not subscribe to a World Plan will be billed at the per-minute rates found at <http://verizon.com/home/phone/fiosdigitalvoice/>.

**Fios Digital Voice v 20-2**  
**Effective January 01, 2020**