

My Verizon Wireless Customer Agreement

Customer Agreement

(Para una copia de este documento en español, visita nuestro sitio web: espanol.verizon.com)

Thanks for choosing Verizon. In this Customer Agreement (“Agreement”), you’ll find important information about your wireless 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 any disputes between us must be resolved in arbitration or small claims court.

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 international service plans or equipment protection services. Together, your Plan, features you use, and any Optional Services you select are your “Service.” Your billing and shipping addresses, and your primary place of use, must be within the areas served by the network Verizon owns and operates. The current version of this Agreement and the terms and conditions for your Service are available online at verizon.com. A description of permitted and prohibited uses for calling and Data Services is available online at verizon.com/support/important-plan-information or for prepaid at <http://verizon.com/support/prepaid-customer-info-legal>.

By using the Service you are agreeing to every provision of this Agreement, any applicable terms and conditions for your Service, and the terms described in the Important Plan Information whether or not you have read them. This Agreement also applies to all lines on your account and anyone who uses your Service.

Cancellation

You can cancel a line of Service within 30 days of accepting this Agreement as long as you return, within the applicable return period, any equipment you purchased from us or one of our authorized retailers at a discount in connection with your acceptance of this Agreement, 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 30 days or if your account has been activated. See <http://verizon.com/support/return-policy> for complete details and information on returning your equipment.

My Privacy

Accepting this Agreement means that you also agree to our Privacy Policy, available at verizon.com/privacy, which may be updated from time to time and describes the information we collect, how we use and share it, and the choices you have about how certain information is used and shared. We will notify you or ask for your permission, as appropriate, if we plan to use your information for additional purposes. It is your responsibility to let the people who connect devices through your mobile hotspot, Jetpack or wireless router know that we will collect, use and share information about their device and use of the Service as described in our Privacy Policy. You may have additional rights provided by privacy laws in your state, for more information go to the state section of the privacy policy. If you are a California resident, you can view our California privacy notice at verizon.com/californiaprivacy.

If you subscribe to Service for which usage charges are billed at the end of the billing period (“Postpay Service”), or have a device payment installment agreement, we may investigate your credit history at any time in connection with the service subscription or device payment installment agreement. 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. When you access and use third-party services, including third-party services which Verizon may make available as part of or in connection with your Verizon Service, you are subject to the terms of service and privacy policy issued by those third-party providers when using their services. You should review their applicable terms and privacy policy before you use, link to or download a service or application provided by a third party.



You agree that Verizon and collections agencies that work on our behalf may contact you about your account status, including past due or current charges, using prerecorded calls, email and calls or messages delivered by an automatic telephone dialing system to any wireless phone number, other contact number or email address you provide. Verizon will treat any email address you provide as your private email that is only accessible by you; you acknowledge that we may send you receipts, notices and other documents regarding your service to this email address. Unless you notify us that your wireless service is based in a different time zone, calls will be made to your cellular device during permitted calling hours based upon the time zone affiliated with the mobile telephone number you provide.

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 or at a reduced billing rate, 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 your line of service has a contract term and you cancel that line, or if we cancel it for good cause, during that contract term, you'll have to pay an early termination fee. If your contract term results from your purchase of an advanced device, your early termination fee will be \$350, which will decline by \$10 per month upon completion of months 7-17, \$20 per month upon completion of months 18-22, \$60 upon completion of month 23 and will be \$0 upon completion of the contract term. For other contract terms, your early termination fee will be \$175, which will decline by \$5 per month upon completion of months 7-17, \$10 per month upon completion of months 18-22, \$30 upon completion of month 23 and will be \$0 upon completion of your contract term. 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 it charges a separate termination fee.**

If you purchased a device on a monthly installment agreement and cancel service, you should check that agreement to determine if you may have to immediately pay off the balance.

Your mobile number and porting

You may be able to transfer, 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. After a line of service is disconnected, for any reason, the disconnected Mobile Telephone Number (MTN) may not be suspended or otherwise reserved and may not be able to be recovered.

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. The person you appoint (the Account Manager) must be age 18 or older (19 in Alabama and Nebraska). Anyone you appoint as an Account Manager will be able to make changes to your account, including adding new lines of Service, buying a new wireless device(s) on a device payment agreement based upon your credit history, billing certain services and accessories to your account, and extending your contract term. Any changes that person makes will be treated as modifications to this Agreement. You, the Account Owner, remain responsible for any changes an Account Manager makes to your account.

Can Verizon change this Agreement or my Service?

We may change prices and/or any other term of your Service or this Agreement at any time, but we'll provide notice first (except as noted below in the "What Charges are set by Verizon?" and "Government Taxes, Fees, and Other Charges" sections), 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 if we fail to negate the change after you notify us of your objection to it. Notwithstanding this provision, if we make any changes to the dispute resolution provision of this Agreement, such changes will not affect the resolution of any disputes that arose before such change, unless you want them to apply to a pending dispute.

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 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 we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. In order to mitigate theft and other fraudulent activity, newly purchased devices may be locked to work exclusively on the Verizon Network for 60 days. For more information, visit verizon.com/support/device-unlocking-policy.

Internet access

If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, those services 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. 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 verizon.com/about/our-company/company-policies. To learn about content filtering and how you may block materials harmful to minors, visit verizon.com/solutions-and-services/content-filters. For information about our network management practices for our broadband internet access services, visit verizon.com/about/our-company/open-internet.

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.

How does Verizon calculate my charges?

You agree to pay all access, usage and other charges that you or any other user of your wireless device incurred. If multiple wireless devices are associated with your account, you agree to pay all charges incurred by users of those wireless devices. 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 Send 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 End or after the call disconnects. For calls made on our network, we charge only 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.

What charges are set by Verizon?

In addition to the cost of your plan or any features to which you may subscribe, our charges may also include an Administrative and Telco Recovery Charge, in addition to the other fees described in this Agreement. The Administrative and Telco Recovery Charge isn't a tax, it isn't required by law, it is not necessarily related to anything the government does, and it is kept by us in whole or in part. The amount of the Administrative and Telco Recovery Charge and what it pays for may change over time. Our charges also include a Federal Universal Service and a Regulatory Charge, which are also not taxes, aren't required by law, and are not related to government imposed charges and may change. For those charges imposed by the government on us which we are permitted to recover from you as a fee, charge, or surcharge, we may not be able to notify you in advance of changes to those charges. For more information, visit: verizon.com/support/surcharges.

Government taxes, fees and other charges

You must also pay all taxes, fees and other charges that federal, state and local governments require us to collect from our customers. Please note that we may not be able to notify you in advance of changes to these charges.

What is roaming?

You're "roaming" whenever your wireless device connects to a network outside your Coverage Area or connects to another carrier's network, which could happen even within your Coverage Area. There may be higher rates or extra charges (including charges for long distance, tolls or calls that don't connect), and your data service may be limited or slowed, when roaming.

How can I prevent unintended charges on my bill or block spam calls?

Many services and applications are accessible on or through wireless devices, including purchases of games, movies, music and other content. Some of these services are provided by Verizon. Others are provided by third parties that may offer the option to bill the charges to your Verizon bill or other methods of payment. Charges may be one-time or recurring. The amount and frequency of the charges will be disclosed to you or the person using your device or a device associated with your account at the time a purchase is made. If the purchaser chooses to have the charges billed to your account, such charges will become part of the amount due for that billing cycle. **Verizon offers tools to block or restrict these services, and to block all billing for third-party services on your Verizon wireless bill, at verizonwireless.com/myverizon. We do not support calls to 900, 976 and certain other international premium rate numbers.**

Verizon automatically blocks in the network many calls that are highly likely to be illegal, such as calls from telephone numbers that are not authorized to make outbound calls. Additionally, your Service includes access to optional blocking tools for unwanted robocalls through our Call Filter service to which you may be auto-enrolled. This service sends to voicemail many calls we determine to be high-risk spam, but you can adjust your spam filter preferences to block more or less calls. Visit verizon.com/about/responsibility/robocalls for more info.

How and when can I dispute charges?

If you're a Postpay customer, you can dispute your bill, 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. **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 AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL, OR COMPLETE THE NOTICE OF DISPUTE FORM AVAILABLE AT: verizon.com/about/nod/notice-of-dispute-wireless-form.**

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.

Billing and 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 5 percent per month on the unpaid balance, or a flat \$7 per month, whichever is greater, if allowed by law in the state of your billing address. (If you choose to have your Service billed by another company (pursuant to a Verizon-approved program), late fees are set by that company and may be higher than our late fees.) Late fees are part of the rates and charges you agree to pay. If you fail to pay on time and we refer 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. 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. If your service is suspended or terminated, you may have to pay a fee to have service reactivated.

If you're a Prepaid customer, you may replenish your balance at any time before the expiration date by providing us with another payment. If you maintain a Prepaid account balance, it may not exceed \$1,000 and you may be prevented from replenishing if your balance reaches \$1,000. We may apply your payments to any amounts you may owe us if your earlier account replenishment payments had been reversed. If you do not have sufficient funds in your account to cover your Service, and sufficient funds are not added within 60 days, your account will be canceled and any unused balance will be forfeited.

If your check or electronic bank payment to us is returned as not payable, we will charge your account a returned payment fee that will be the lesser of \$30 or the maximum allowable by law. The substantive laws of Pennsylvania shall be applied to disputes related to checks tendered as payment in full for less than the full balance due, without regard to the conflicts of laws and rules of that state. If you make a payment, or make a payment arrangement, through a call center representative, we may charge you an Agent Assistance Fee. If you make a payment even though your account has a credit balance, we may reject, reverse, or return the entire payment.

Backup Payment Agreement

When you identify the payment account or payment method that you want us to debit or charge in the event that your account is closed but remains unpaid, you authorize us to bill that payment account or payment method for the amount of any such outstanding balance(s) that you might continue to owe us for any of your Verizon accounts. If the payment method is a credit or debit card, you also agree that we may obtain updated account information from your card issuer or card network for that card. You also affirm that you have the authority to approve all charges to that designated payment account or payment method.

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 you are a California customer and 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.

Verizon periodically checks and provides reporting to the Global System for Mobile communications Association ("GSMA") list of devices reported lost, stolen, or fraudulently obtained. If at any time a device IMEI has been reported to that list Verizon will suspend service to that device. If you obtain or activate a device that is reported lost or stolen, or a device that is on your account is subsequently reported lost or stolen, you must work with the seller to remove the device from the lost or stolen list.

What are Verizon's 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 or violate our Acceptable Use Policy (<https://www.verizon.com/about/terms-conditions/acceptable-use-policy>) or prohibited usage policies; (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 US 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) do not pay your bill on time; (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; (i) are unable to pay us or go bankrupt; or (j) default under any device financing agreement with Verizon; or (2) if you, or any user of your device or any line of service on your account, 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. If the amount of a single mobile line's total monthly data use in a bill cycle exceeds the average amount of data consumed by the top 0.5% of users on our network during the preceding six-month period, we may reduce data speeds to your device to 4 Mbps for the remainder of the cycle. If the amount of a single 5G Home Internet or LTE Home Internet line's total monthly data use in a bill cycle exceeds the average amount of data consumed by the top 0.5% of users on our network during the preceding six-month period, we may reduce data speeds for the remainder of the cycle to (i) 5 Mbps for LTE Home, LTE Home Plus and 5G Home plans, and (ii) 15 Mbps for 5G Home Plus plans. 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, that all features will work, that your device will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity.

WAIVERS AND LIMITATIONS OF LIABILITY

You and Verizon both agree to limit claims against each other solely to direct damages. This means that to the fullest extent allowed by applicable law, neither of us will claim any damages that are indirect, special, consequential, incidental, treble, or punitive, regardless of the theory of liability. For example, disallowed damages include those arising out of a Service or device failure, unauthorized access or changes to your account or device, or the use of your account or device by others to authenticate, access or make changes to a third-party account, such as a financial or cryptocurrency account, including changing passwords or transferring or withdrawing funds. This limitation 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 that it imposes.

HOW DO I RESOLVE DISPUTES WITH VERIZON?

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 AS DISCUSSED BELOW. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES IN ARBITRATION MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD, SUBJECT TO THE LIMITS ON ARBITRATOR AUTHORITY SET FORTH BELOW. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT INCLUDING ANY APPLICABLE STATUTE OF LIMITATIONS. WE ALSO BOTH AGREE THAT:

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES OR AS SPECIFICALLY NOTED BELOW, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AS EXPLAINED BELOW IN PARAGRAPH 2. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY DISPUTE REGARDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY PORTION OF THIS AGREEMENT (INCLUDING THE AGREEMENT TO ARBITRATE), ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, OR ALLEGED PERSONAL INJURY OR INVASION OF PRIVACY RELATING TO SUCH PRODUCTS OR SERVICES AND INCLUDES ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS. 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. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

(2) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AND THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. IF THE AAA REFUSES TO ENFORCE ANY PART OF THE ARBITRATION PROVISION, YOU AND VERIZON WILL SELECT ANOTHER ARBITRATOR. IF THERE IS NO AGREEMENT, A COURT IN THE COUNTY OF YOUR BILLING ADDRESS WILL SELECT AN ARBITRATOR TO DECIDE THE DISPUTE. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, AN INDIVIDUAL ARBITRATOR APPOINTED TO DETERMINE THE MERITS OF THE DISPUTE SHALL HAVE EXCLUSIVE AUTHORITY TO ARBITRATE, INCLUDING BUT NOT LIMITED TO ANY DISPUTE REGARDING THE VALIDITY, ENFORCEABILITY OR SCOPE OF ANY PORTION OF THIS AGREEMENT (INCLUDING THE AGREEMENT TO ARBITRATE). YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR FROM US. FOR CLAIMS OF \$25,000 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. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE ENCOMPASSING YOUR BILLING ADDRESS, EITHER YOU OR VERIZON CAN CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER YOU OR VERIZON MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.

(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, 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. NO CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY UNDER APPLICABLE LAW OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

(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 60 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, USING THE FORM AVAILABLE HERE: [HTTPS://WWW.VERIZON.COM/ABOUT/NOD/NOTICE-OF-DISPUTE-WIRELESS-FORM](https://www.verizon.com/about/nod/notice-of-dispute-wireless-form). THE NOTICE MUST INCLUDE ENOUGH INFORMATION TO ALLOW US TO IDENTIFY YOUR ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE YOUR CLAIM, INCLUDING THE NAME OF THE VERIZON WIRELESS ACCOUNT HOLDER, THE MOBILE TELEPHONE NUMBER AT ISSUE, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE CLAIM, THE DAMAGES YOU CLAIM TO HAVE SUFFERED AND THE RELIEF YOU ARE SEEKING. THE NOTICE REQUIREMENT IS DESIGNED TO ALLOW VERIZON TO MAKE A FAIR, FACT-BASED OFFER OF SETTLEMENT IF IT CHOOSES TO DO SO. YOU CANNOT PROCEED TO ARBITRATION UNLESS YOU PROVIDE THIS INFORMATION. YOU MAY CHOOSE TO BE REPRESENTED BY AN ATTORNEY OR OTHER PERSON AS PART OF THIS PROCESS, BUT IF YOU DO YOU MUST INDICATE THAT YOU ARE REPRESENTED BY AN ATTORNEY ON THE FORM AVAILABLE AT [HTTPS://WWW.VERIZON.COM/ABOUT/NOD/NOTICE-OF-DISPUTE-WIRELESS-FORM](https://www.verizon.com/about/nod/notice-of-dispute-wireless-form) AND CONFIRM YOU AUTHORIZE US TO DISCUSS YOUR ACCOUNT INFORMATION WITH THIS ATTORNEY OR OTHER PERSON. THE SUFFICIENCY OF THIS NOTICE OF DISPUTE IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION AND THE AAA MUST NOT ACCEPT, ADMINISTER, ASSESS, OR DEMAND FEES IN CONNECTION WITH ANY DEMAND THAT HAS NOT SATISFIED THIS NOTICE OF DISPUTE REQUIREMENT. IF YOU HAVE PROVIDED THIS INFORMATION AND WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 60 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE AT THE CONCLUSION OF THE ARBITRATION IF YOU FULLY PARTICIPATE IN THE PROCEEDING. WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED BY THE ARBITRATION TRIBUNAL. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE YOU TO REIMBURSE VERIZON FOR ANY FILING, ADMINISTRATIVE OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION. THE ARBITRATOR ASSIGNED TO ANY ARBITRATION BETWEEN VERIZON AND A CUSTOMER SHALL RESOLVE THE CLAIMS WITHIN 120 DAYS OF APPOINTMENT OR AS SWIFTLY AS POSSIBLE THEREAFTER, CONSISTENT WITH FAIRNESS TO THE PARTIES.

(5) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. 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 DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY 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 REASONABLE 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 ONLY THAT AMOUNT.

(6) IF 50 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE PURSUANT TO PARAGRAPH 4 ABOVE, OTHERWISE ATTEMPT TO COMMENCE AN ARBITRATION, OR FILE A COMPLAINT IN COURT, WHICH RAISE SIMILAR CLAIMS, AND COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. IN THE FIRST STAGE, 50 ARBITRATIONS WILL PROCEED AND COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS AND COUNSEL FOR VERIZON WIRELESS SHALL EACH SELECT 25 CASES TO PROCEED FIRST IN ARBITRATION IN INDIVIDUAL BELLWETHER PROCEEDINGS BEFORE SEPARATE ARBITRATORS. AFTER THE FIRST STAGE IS COMPLETED, THE PARTIES MUST ENGAGE IN A MEDIATION OF ALL REMAINING CASES, AND VERIZON WILL PAY THE MEDIATION FEE. IF THE PARTIES CANNOT AGREE HOW TO RESOLVE THE REMAINING CASES AFTER MEDIATION, THEY WILL REPEAT THE PROCESS OF SELECTING AND FILING CASES TO BE RESOLVED IN INDIVIDUAL BELLWETHER PROCEEDINGS BEFORE SEPARATE ARBITRATORS, FOLLOWED BY MEDIATION. IN THE SECOND STAGE, 80 ARBITRATIONS WILL PROCEED AND COUNSEL FOR THE VERIZON CUSTOMERS AND COUNSEL FOR VERIZON SHALL EACH SELECT 40 CASES TO PROCEED IN ARBITRATION IN INDIVIDUAL BELLWETHER PROCEEDINGS BEFORE SEPARATE ARBITRATORS. AFTER THE SECOND STAGE IS COMPLETED, THE PARTIES MUST ENGAGE IN A MEDIATION OF ALL REMAINING CASES, AND VERIZON WILL PAY THE MEDIATION FEE. AFTER THE SECOND SET OF ARBITRATIONS AND MEDIATION CONCLUDE, IF THE PARTIES CANNOT AGREE HOW TO RESOLVE THE REMAINING CLAIMS, ANY INDIVIDUAL CUSTOMER WHO IS PART OF THIS COORDINATED PROCEEDING, OR VERIZON, MAY ELECT TO OPT OUT OF ARBITRATION BY PROVIDING NOTICE TO OPPOSING COUNSEL, AND IF THE CUSTOMER WISHES TO PROCEED WITH THE CLAIM

THEY MAY FILE AN INDIVIDUAL COMPLAINT IN COURT. FOR THOSE CUSTOMERS WHO DO NOT OPT OUT OF ARBITRATION, THEIR CLAIMS WILL PROCEED IN ARBITRATION IN CONTINUED BATCHES OF 80 CLAIMS AS SET FORTH ABOVE FOR THE SECOND SET. ADDITIONAL CASES INVOLVING SIMILAR CLAIMS BROUGHT BY THE SAME OR COORDINATED COUNSEL SHALL NOT BE FILED IN ARBITRATION UNTIL THE ARBITRATIONS AND MEDIATION FOR PRIOR SETS HAS BEEN COMPLETED. YOU AGREE TO THIS PROCESS EVEN THOUGH IT MAY DELAY THE ARBITRATION OF YOUR CLAIM. IF SUCH A PROCESS IS INITIATED, THE FILING OF A NOTICE OF DISPUTE BY A CUSTOMER IN ACCORDANCE WITH PARAGRAPH 4 OR FILING OF A COMPLAINT IN COURT WILL TOLL ALL APPLICABLE STATUTES OF LIMITATIONS FOR THAT CUSTOMER'S DISPUTE UNTIL THE COMPLETION OF THE PROCESS DESCRIBED IN THIS PARAGRAPH. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS PARAGRAPH INCLUDING BY ENTERING AN INJUNCTION TO PROHIBIT FILINGS IN VIOLATION OF THIS PARAGRAPH.

(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 A COURT, PURSUANT TO PARAGRAPH 3, DETERMINES THAT THE PROHIBITION ON CLASS ARBITRATIONS OR THE LIMITS ON THE ARBITRATOR'S AUTHORITY CANNOT BE ENFORCED UNDER APPLICABLE LAW AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE, WHICH MAY PROCEED IN COURT EITHER ONCE THE ARBITRATED MATTERS HAVE CONCLUDED OR SOONER IF THE COURT SO REQUIRES.

(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, INCLUDING IF A CUSTOMER OR VERIZON OPT OUT OF ARBITRATION PURSUANT TO PARAGRAPH (6) ABOVE, YOU AND VERIZON AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NO ACTION WILL BE BROUGHT ON A CLASS OR COLLECTIVE BASIS AND 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.

About this Agreement

If either you or we don't enforce our rights under this agreement in one instance, that doesn't mean you or 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 you've given us, or if we post them as a precall 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 verizon.com/contactus.

If any part of this agreement, including anything regarding the arbitration process (except for part 8 of the dispute resolution section above), is ruled invalid, that part may be severed from this agreement and the rest enforced.

This agreement and the documents it incorporates form the entire agreement between us. Any other documents, or anything said by any Sales or Customer Service Representatives will not form any part of the agreement between us, 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 federal law and the laws of the state encompassing the billing address associated with your Verizon account, without regard to the conflicts of laws and rules of that state.

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