

Inside Wire Maintenance Plan/Inside Wire Maintenance Plan – Immediate Repair Plan for FiOS Digital Voice Customers

TERMS AND CONDITIONS

Verizon offers two different plans which cover diagnostics and repair to the Customer's inside wire and jacks associated with Verizon's FiOS Digital Voice service:

The Inside Wire Maintenance Plan (IWMP) is an optional service which covers diagnostics and repairs to the Customer's inside wire and jacks associated with **VERIZON'S FIOS DIGITAL VOICE** service. New customers who subscribe to the IWMP plan will receive protection as soon as the new voice service is turned on. For Customers with existing phone service, the IWMP plan is effective 30 days after the Customer subscribes to the plan. (Subject to the Plan Exclusions listed below.)

The Inside Wire Maintenance Plan – Immediate Repair Plan (IWMP-IRP) is an optional service which covers diagnostics and repairs to the Customer's inside wire and jacks associated with **VERIZON'S FIOS DIGITAL VOICE** service. The thirty (30) day waiting period is waived for existing voice Customers, allowing immediate inside wire and jack repair coverage for customers who agree to subscribe to IWMP-IRP and pay a one-time charge.

The plans provide the following service:

- In accordance with Verizon's standard procedures Verizon will perform such diagnostics and repairs to the Customer's inside wire and jacks associated with Verizon's FiOS Digital Voice service.
- To request maintenance service under this plan, the customer should contact Verizon at 1-800-Verizon (1-800-837-4966) and follow the voice prompts.

IWP and IWP-IRP are unregulated monthly services in all states. If you choose not to subscribe to either plan and your inside wiring or jacks need repair, you can contact Verizon to make the repair, you can obtain inside wire maintenance and repair service from another company or, if you prefer, you can perform the repair yourself.

If you rent your home or office, you should be aware that landlords may be responsible for repairs and maintenance of inside telephone wire. Check with your landlord or your lease to determine who is responsible for inside wire maintenance and repair.

In California, state law requires residential landlords to provide and maintain one working jack per residential unit.

CHARGES

The charges for these Plans are subject to change by Verizon from time to time, as more fully described in the next paragraph. All charges, plus all applicable taxes, shall be due and payable by the due date stated on Verizon's bill. Payments received after that date might be subject to a late payment charge. Charges for IWMP and IWMP-IRP are assessed monthly. In addition, Customers who subscribe to IWMP-IRP must agree to pay a one-time charge.

CHANGES IN MONTHLY CHARGES, TERMS AND CONDITIONS:

THE CHARGES FOR THESE PLANS, AND ANY OTHER TERMS AND CONDITIONS APPLICABLE TO THESE PLANS, MAY BE CHANGED BY VERIZON AT ANY TIME UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE (WHICH MAY BE IN THE FORM OF ELECTRONIC MAIL, A BILL INSERT OR OTHER WRITTEN NOTIFICATION). THE PAYMENT OF APPLICABLE CHARGES BY THE CUSTOMER, OR A REQUEST FOR SERVICE UNDER THE PLANS, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY THE CUSTOMER TO THE CHANGES IN THE CHARGES, TERMS OR CONDITIONS. IF THE CUSTOMER DOES NOT WISH TO CONTINUE RECEIVING THESE PLANS UNDER SUCH REVISED

CHARGES, TERMS OR CONDITIONS, CUSTOMER MAY SIMPLY TERMINATE PARTICIPATION UNDER THE PLANS AT ANY TIME UPON NOTICE TO VERIZON.

LIMITED 30-DAY WARRANTY

Verizon warrants for a period of 30 days that work performed and products delivered under these plans will meet accepted industry practices and be free from defects in materials or workmanship. Should any work performed hereunder fail to meet these standards and be reported to Verizon within said 30-day period, Verizon shall re-perform the nonconforming services, and/or repair or replace the nonconforming products. Such re-performance of work and/or repair or replacement of nonconforming products shall constitute the entire liability of Verizon and sole remedy of the Customer under this warranty, whether claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise. The foregoing warranties are exclusive and in lieu of all other warranties, whether written or implied, in fact or in law. Verizon disclaims any and all warranties of merchantability or fitness for a particular purpose.

LIMITATION OF LIABILITY

In no event, however, shall Verizon, its affiliated companies, their employees, agents and contractors have any liability for special, indirect, incidental or consequential damages resulting from the provision of or failure to provide service under these plans, or from any fault, failure, defect or deficiency in any service, labor, material, work or product furnished in connection with these plans (such as, but not limited to, service outages and any loss of use of wiring, jacks or equipment beyond the jack, and any damages resulting there from). These limitations of and exclusions from liability shall apply regardless of whether a claim or remedy is sought in contract, tort (including negligence and strict liability), or otherwise.

PLAN ELIGIBILITY

These Plans are only available to Verizon residential customers who subscribe to FiOS Digital Voice. The Plans only cover voice related problems and do not cover wiring behind telephone systems or services (such as multi-line sets associated with common equipment, key telephone systems, or private branch exchange (PBX) equipment).

EXCLUSIONS

The Plans do not apply to repair of/or:

1. Wire/cable larger than 8-pair, unless otherwise expressly agreed by Verizon. Provided, however, if problems are determined to be caused by defective conductors in wire/cable larger than 8-pair Verizon will re-terminate service to useable conductors to restore service; to the extent that spare useable conductors are available and to the extent that access to the point of termination is not denied by the customer, the building owner or the building manager.
2. Wire or jack malfunctions or problems which arise **prior** to the commencement of the Customer's coverage under the Plan, or which are caused by misuse, abuse, riot, acts of war, terrorism, fire and acts of nature, such as floods, windstorms and earthquakes.
3. Inside wiring and jack(s) which are non-standard or do not comply with Part 68 of the Federal Communications Commission Rules or fail to meet Verizon's technical standards.
4. Malfunctions resulting from the use of telephone lines intended for voice grade transmission to transmit or receive data or signals beyond the operating capabilities of the line.
5. Restoration of your premises if you ask Verizon to repair concealed wire.
6. The Customer's telephones or other premises equipment.
7. Inside wiring, jacks or other items used in connection with your line if the line is provided by a Company other than Verizon.
8. Inside wiring and jacks for marine activity, recreational vehicles (RVs) and construction trailers or other temporary or moveable structures.

TERMINATION

The Customer may terminate participation in either Plan at any time simply by notifying Verizon's local business office (or such other number that Verizon may designate for such purpose). Verizon may terminate the Customer's participation in these Plans without cause only upon thirty (30) days prior notice to Customer, but at any time in the event Customer fails to pay all applicable charges when due.

EFFECTIVE DATE

Commencement and termination of coverage under either Plan shall be effective on a date to be determined by Verizon, which shall not be more than 30 days after Verizon receives the Customer's requests to commence or terminate the Plan.

GENERAL PROVISIONS

In the event that any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

Verizon shall not be liable for any delay or failure to perform its obligations if such delay or non-performance arises in connection with any acts of God, fires, floods, strikes, or other labor disputes, unusually severe weather, acts of any governmental body, or any other cause beyond the reasonable control of Verizon.

ENTIRE AGREEMENT

These Terms and Conditions constitute the complete and exclusive terms and conditions pursuant to which Verizon provides inside wire maintenance services to you; there are no other agreements, oral or written, relating to these services.