



**FiOS<sup>®</sup>**

TV

Terms of Service

This Agreement sets forth the terms and conditions under which you the subscriber (“you,” “your” or “Subscriber”) agree to use Verizon FiOS TV (the “Service,” including Equipment and Programming) and under which Verizon affiliates (“Verizon,” “us” or “we”) agree to provide FiOS TV to you.

**THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS.**

**IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.**

**1. ACCEPTANCE OF AGREEMENT; AGREEMENT TERMS GENERALLY INCLUDED.**

This Agreement starts when you accept it. By accepting this Agreement, you and any other users of FiOS TV within your premises are bound by its conditions. Your acceptance of this Agreement occurs upon the earlier of: (a) your electronic or oral acceptance during the submission of your order; or (b) your use of the Service. This Agreement will end when you or we terminate this Agreement as permitted below.

This Agreement includes the terms and conditions set forth below, plus the specific elements of your Bundled Services plan, including the plan’s pricing, duration and applicable Early Termination Fee (“ETF”), all as described in the information made available to you when placing and confirming your order, our FiOS TV Privacy Notice, and the other policies and materials specifically referred to in this Agreement, all of which are incorporated into this Agreement by reference. Please retain a copy of this Agreement for your records.

**2. DEFINITIONS.**

The term “Service” means Verizon’s FiOS TV, including, without limitation, all Programming, Equipment, media or program guides, software, technical support, and other features, products and services provided as part of and included with our television service. The Service does not include voice

telephony service or Verizon dial-up or Verizon's FiOS or DSL-based Internet services. The term "Equipment" shall include, without limitation, the Set Top Box provided by Verizon to you for use with the Service, along with any software contained in or downloaded to the Set Top Box as part of the Service, as well as any remote controls or other devices or components provided by Verizon to you for use with the Service. The term "Equipment" shall also include the router provided to you by Verizon ("Router"). The term "Premises" refers to the physical location at which the Service has been installed. "Programming" means content provided by Verizon or its third-party licensors, providers or suppliers and provided as part of and included with the Service, including, without limitation, images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered. The term "Bundled Services" means a combination or "bundle" of Verizon FiOS TV with one or more eligible Verizon services, including but not limited to Verizon FiOS Internet Service, Verizon Freedom Essentials or FiOS Digital Voice service or Verizon ONE-BILL® service.

### 3. SERVICE CHANGES.

Subject to applicable law, we reserve the right to change, rearrange, add, delete or otherwise modify the Service at any time, with or without prior notice to you, including changing, rearranging or otherwise modifying our Programming packages, the selections available in those packages, the Equipment, and any other features, products and services that we offer.

### 4. USE OF THE SERVICE.

(a) You agree to use the Service only for your private non-commercial use and enjoyment within your Premises. Unless otherwise specifically authorized by us in writing, the Programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast or transmit the Programming or charge admission for its viewing. You may not take any actions to alter or avoid any security or access controls or restrictions associated with the Service or Equipment.

(b) You are responsible for all use of the Service, whether by you or someone using the Service with or without your permission. You agree not to use the Service, directly or indirectly, for any unlawful purpose, including without limitation, violation of the copyright laws through the use, production, copying, rebroadcast or redistribution of any Programming distributed as part of the Service or recorded utilizing equipment containing digital video recording devices. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We, in our sole discretion, or any Programming provider, may prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Service is used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using the Service at the Premises.

(c) You understand and agree that not all Programming may be suitable for all viewers, and users of the Service may have access to Programming that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate to limit viewing and access to potentially objectionable material, and you agree to supervise usage of the Service at your Premises. **YOU AGREE THAT WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING PROGRAMMING OR INFORMATION PROVIDED ON, OR ACCESSED THROUGH, THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT OR THE VIEWING OF PROGRAMMING. YOU FURTHER UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE FOR THE INFORMATION OR MATERIALS ACCESSIBLE VIA THE INTERNET THROUGH USE OF THE SERVICE. IN ADDITION, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE.**

## 5. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.

**(a)** We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by us or our third-party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer or the Equipment, and you agree to permit such changes and access to your computer and the Equipment. You may use the Software only in connection with the Service and for no other purpose.

**(b)** Certain Software may be accompanied by an end-user license agreement ("EULA") from us or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

**(c)** For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, nontransferable license by us or our third-party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third-party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by us or our third-party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third-party licensors continue to own all

right, title and interest, including but not limited to all copyright, patent, trademark, trade secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

**(d)** Your license to use the Software will remain in effect until terminated by Verizon or its third-party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from any device not returned to us.

**(e)** If you subscribe to or otherwise use any third-party services offered by Verizon, your use of such services is subject to the EULA of that third-party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.

## 6. AUTHORIZED USER; PREMISES; REFUSAL OF SERVICE.

**(a)** You acknowledge that you are eighteen (18) years of age or older, and that you have the legal authority to enter into this Agreement. You agree to notify us immediately whenever your personal or billing information changes (including, for example, your name, address, credit card and telephone number).

**(b)** You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Service (including any Equipment).

**(c)** You acknowledge and agree that you are either an owner of, or legal tenant in, your Premises, and as such have the right to allow us and our representatives to enter and make modifications to the Premises in connection with the delivery of the Service.

**(d)** We reserve the right, in our sole discretion, to refuse to provide the Service to you for any reason at any time, consistent with law.

## 7. PERSONAL DATA AND PRIVACY POLICY.

Verizon will treat your personally identifiable information provided to us in accordance with our current FIOS TV Privacy Notice, which is subject to change. A copy of the FIOS TV Privacy Notice is available at [verizon.com/privacy](https://www.verizon.com/privacy).

## 8. CHANGES TO THIS AGREEMENT.

We reserve the right to change this Agreement at any time. Notification of changes to this Agreement will be provided to you as outlined in Section 14 below. Changes to this Agreement will be effective on the date listed in the notification we provide to you. Unless we provide otherwise, by continuing to use the Service after notice of a change to this Agreement, you accept the change and agree to abide by it.

## 9. EQUIPMENT; MAINTENANCE AND OWNERSHIP OF EQUIPMENT.

(a) We do not guarantee that the Service will work correctly if you use equipment to access the Service other than the Equipment provided by Verizon. We have no responsibility for the operation or support, maintenance or repair of any equipment, software or services that you choose to use in connection with the Service or with the Equipment provided by us. We assume no responsibility for the operation of the Service if equipment other than the Equipment we provide to you is used to access the Service.

(b) You acknowledge and agree that at all times ownership of the Equipment shall remain with us and that this Agreement allows you to use Equipment only in connection with your receipt and use of the Service. We may, at our option, supply new or reconditioned Equipment to you. We will repair and maintain the Equipment owned by us at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that the Equipment will not be serviced by anyone other than our employees or our designated agents or representatives. You further

agree not to tamper with or otherwise harm the Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment, software or firmware provided by Verizon in connection with the Service. Upon termination of the Service, or if the occupancy or ownership of your Premises changes, you are responsible for returning the Equipment to us in an undamaged condition, subject only to reasonable wear and tear. Failure to return any Equipment owned by us within 30 days as instructed by Verizon, or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of an Equipment fee that may be substantial.

(c) In the event that the Equipment owned by Verizon is stolen, you are required to provide us with a copy of the police report to verify that the Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.

## 10. TERMINATION OF SERVICE; TERMINATION FEES.

(a) You or Verizon may terminate the Service at any time and for any reason. Termination by you will be effective upon your notice to Verizon. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. Termination by us will be effective upon notice to you. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and Equipment fees accrued through the date of termination. If a termination is a result of violation by you of the terms of this agreement, you may also be liable to pay an Early Termination Fee as set forth in Section 10(b). We may, at our sole discretion, refuse to accept your subsequent request for Service following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Service is reactivated.

**(b) EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOU HAVE CHOSEN TO SUBSCRIBE TO A BUNDLED SERVICES PLAN WITH A MINIMUM TERM COMMITMENT, IF ANY OF THE BUNDLE SERVICES ARE TERMINATED BY YOU OR BY US BEFORE COMPLETING YOUR MINIMUM TERM, THEN YOU AGREE TO PAY VERIZON THE EARLY TERMINATION FEE SET FORTH IN THE BUNDLED SERVICES PLAN YOU HAVE CHOSEN.**

## **11. PRICING AND PAYMENT.**

In consideration for your receipt of the Service and use of any Equipment, you agree to pay us as follows:

**(a) Service Fees.** 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. Billing will continue until the Service is terminated by you or by us in accordance with this Agreement. You will begin receiving any discount associated with a Bundled Services plan once all the Bundled Services have been installed. Regular Service and Equipment charges are billed each month in advance. You agree to pay us in advance, at our rates in effect at the time, through all periods until the Service is terminated. Other transactional charges, such as for video-on-demand services, are billed after the applicable service or feature has been ordered or provided to you. You may also be required, based on your ordering and payment history, to provide pre-invoice payment by credit card or such other payment method as we may designate for transactional services such as video-on-demand services. You agree to pay all applicable charges for the Service and Equipment by the due date set forth in your monthly invoice. Rates for the Service and other charges may be changed by us at any time, subject to prior notice as required by applicable law. If we provide you with notice, it will be provided as set forth in Section 14 below. Your invoice may also contain certain other charges (including, without limitation, taxes and other governmental fees and charges such as franchise fees, account activation and installation charges, surcharges, reactivation fees, customized setup fees, interest on past-due balances, returned payment fees, Early Termination Fees and other nonrecurring charges) and you agree to pay such other charges by the due date set forth

in your invoice. The waiver of any fees or charges is at our discretion. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing non-discounted monthly service rate.

**(b) Plans with Minimum Terms.** If you subscribe to a Bundled Services plan with a term commitment, you agree to maintain such services for the minimum term of that plan. At the end of your term, you may be given the option to select a new Bundled Services plan. If you do not select a new Bundled Services plan, your account will automatically convert to a month-to-month plan at a monthly fee that may be higher than your current rate. If you subscribe to a new Bundled Services plan, the terms of that plan will apply.

**(c) Third-Party Charges.** You acknowledge and agree that you may incur charges with third-parties that are separate and apart from the Service Fees charged by us. These may include charges resulting from accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

**(d) Late Fees.** If we do not receive your full and complete payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. In the event we utilize a collection agency or resort to legal action to recover an unpaid balance, you agree to reimburse us for all expenses incurred to recover such unpaid balance, including reasonable attorneys' fees and costs.

**(e) Customer Deposits.** We may require that you provide us with a refundable deposit ("Customer Deposit") prior to or upon the activation or reactivation of the Service. We may also require an additional Customer Deposit after activation of the Service if you fail to pay any amounts when due hereunder or seek to upgrade your Service. We may apply Customer

Deposits against any unpaid amounts at any time. 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.

**(f) Questions About Your Monthly Invoice.** Subject to applicable law, if you intend to dispute a charge on your bill, you must contact us within 60 days of your billing date you receive the bill in question. **UNDISPUTED PORTIONS OF YOUR BILLING STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE SUSPENSION OR TERMINATION OF THE SERVICE.**

**(g) Payments.** Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer payments or such other payment method as we may designate. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law. Based on your election and subject to our approval, Verizon or its agent will bill you directly, or bill your charge card or local Verizon telephone bill (where available). **IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES, YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICES PLAN, THEN ALL OF THE BUNDLED SERVICES MUST BE BILLED ON YOUR VERIZON PHONE BILL.**

**(h) Consents Regarding Credit.** We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify the Service, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies.

**(i) Complaint Procedures.** If you have any concerns regarding customer service, billing, or service quality, please contact us via the methods set forth in your monthly invoice or in the "Contact Us" section of **verizon.com**. When you contact us, please explain the nature and history of the problem. We will try to promptly resolve your concern. If we are unable to resolve your concern, we will notify you that we are unable to do so and explain the reason why.

**(j) Braille and Large Print Bills.** For information about receiving your Verizon bills in either Braille or Large Print, call 1-800-974-6006, Monday–Friday, 8:30am–5:00pm.

## 12. WARRANTIES AND LIMITATION OF LIABILITY.

**(a) Service Interruptions.** The Service may be interrupted from time to time for a variety of reasons, and Verizon does not represent or warrant that the Service or the Equipment will be available or perform in a manner that meets your needs. Verizon will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout or interruption of the Service, directly or indirectly caused by or resulting from any circumstances, including, without limitation, any circumstance beyond Verizon's reasonable control, including, but not limited to, causes attributable to you or your property, inability to obtain access to the Premises, failure of a communications satellite or our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service.

**(b) YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE**

SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), (COLLECTIVELY THE "VERIZON PARTIES"), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

(c) VERIZON DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VERIZON HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY AND THE CONDITION OF WIRING INSIDE YOUR LOCATION, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY VERIZON-PROVIDED EQUIPMENT).

(d) IN NO EVENT SHALL THE VERIZON PARTIES OR VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON

OR PERFORMANCE OF 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 (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

(e) THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD-PARTY END-USER LICENSE OR OTHER AGREEMENTS) OUR THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

(f) ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.

(g) 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.

### 13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless the Verizon Parties from and against all liabilities, costs and expenses, including reasonable

attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (i) in violation of applicable laws, regulations or this Agreement including, without limitation, infringement of copyrights or other proprietary rights; or (ii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property.

#### 14. 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 FiOS TV Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920. 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](http://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.

#### 15. GENERAL PROVISIONS.

**(a) Survival.** All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of the Agreement, including, without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.

**(b) Assignment.** You agree not to assign or otherwise transfer this Agreement, or your rights and obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises

immediately upon such transfer of ownership or change in occupancy. We may freely assign all or any part of this Agreement with or without notice to you and you agree to make all subsequent payments as directed.

**(c) Applicable Law.** Except as otherwise required by law, you and Verizon agree that the Federal Arbitration Act and the substantive laws of the state and local area in which your Premises is located (the "Service Jurisdiction"), without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or related in any way to the subject matter of this Agreement. 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 SERVICE JURISDICTION FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT. Except as otherwise required by law, including the Service Jurisdiction laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever waived.

**(d) Waiver.** Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

**(e) Entire Agreement.** This Agreement, including any policies or materials that are incorporated herein 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. No changes by you to this Agreement shall be effective unless agreed to in writing, signed by an authorized person at Verizon.

agencies, and if the law allows, they can seek relief against us for you.

## 16. 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 17. 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 or through Verizon FiOS TV Dispute Resolution Manager, One Verizon Way, VC52N061, Basking Ridge, NJ 07920, for a Notice of Customer Dispute Form. Fill out and send the Notice of Customer Dispute Form to us according to the directions on the form.

## 17. 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:

- 17.1 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") or Better Business Bureau ("BBB"). You can also bring any issues you may have to the attention of federal, state, or local government

- 17.2 **UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR SERVICE JURISDICTION.** For claims over \$10,000, the AAA's arbitration rules will apply; in such cases, the loser can ask for a panel of three new arbitrators to review the award. For claims of \$10,000 or less, the party bringing the claim can choose either the AAA's rules or the BBB'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)), the BBB ([www.bbb.org](http://www.bbb.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.

- 17.3 **THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB 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 OR BBB 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.**

- 17.4 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](mailto:NoticeOfDispute@verizon.com) or to Verizon FiOS Dispute Resolution Manager, One Verizon Way, VC52N061, 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 or BBB 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 or BBB. If that arbitration proceeds, we'll also pay any administrative and arbitrator fees charged later, as well as for any appeal to a panel of three new arbitrators (if the arbitration award is appealable under this agreement).
- 17.5 We may, but are not obligated to, make a written settlement offer anytime before arbitration begins. 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 that amount.
- 17.6 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.
- 17.7 **IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION 17.3**

**CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.**

- 17.8 **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

Location	VERIZON AFFILIATE PROVIDING VIDEO SERVICE	VERIZON INTERNET SERVICE AFFILIATE PROVIDING EQUIPMENT
California	Verizon California Inc.	Verizon Online LLC
Florida	Verizon Florida LLC	Verizon Online LLC
Delaware	Verizon Delaware LLC	Verizon Online LLC
Maryland	Verizon Maryland Inc.	Verizon Online — Maryland LLC
Massachusetts	Verizon New England Inc.	Verizon Online LLC
New Jersey	Verizon New Jersey Inc.	Verizon Online LLC
New York	Verizon New York Inc.	Verizon Online LLC
Pennsylvania	Verizon Pennsylvania Inc.	Verizon Online Pennsylvania Partnership
Rhode Island	Verizon New England Inc.	Verizon Online LLC
Texas	GTE Southwest Incorporated	Verizon Online LLC
Virginia (with exception)	Verizon Virginia Inc.	Verizon Online LLC
Dumfries, Chesapeake, City of Manassas, City of Manassas Park, Occoquan, Stafford Connecticut, Quantico and Prince Williams County, VA	Verizon South Inc.	Verizon Online LLC

