



## IMPORTANT INFORMATION ABOUT YOUR TV TERMS OF SERVICE

If you were a TV customer in California, Texas or Florida prior to April 1, 2016, these attached Terms of Service applied to you at that time.

Effective April 1, 2016, Frontier Communications acquired the Verizon companies in California, Texas and Florida that were providing TV service to you if you subscribed to service in those three states. The attached Terms of Service will continue to apply to you until Frontier has introduced new Terms of Service, which will be communicated to you in your Frontier monthly bill and/or posted at [Frontier.com/terms](http://Frontier.com/terms).

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 the Verizon affiliates (“Verizon,” “us” or “we,”) identified in Exhibit A 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, the specific elements of your Service or Bundled Services plan, including the pricing, duration, applicable Early Termination Fee (“ETF”), and Equipment pricing, all as described in the information made available to you when placing and confirming your order, as well as our Privacy Policy applicable to Fios TV services 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, including the On Demand services described in Exhibit A (the “On Demand Services”). The Service does not include voice telephony service or any Verizon internet services. The term “Equipment” means equipment provided by Verizon to you for use with the Service, including any digital adapter, set top box, digital video recorder, video media server, peripheral devices, or routers provided to you by Verizon that are either rented by you or otherwise required to be returned to Verizon upon termination or cancellation of Service, along with any software contained in or downloaded to such Equipment as part of the Service. The term “Equipment” does not include any router, remote control, or other device that you purchase from Verizon or a third party, or any remote control that is provided to you by Verizon (such routers, remote controls, and other devices are referred to herein as “Other Devices”). 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. Verizon Fios TV Equipment, and Other Devices, may be offered and priced separately from Bundled Service offers.

### 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, any Other Devices, and any other features, products and services that we offer. Verizon or its suppliers may, without notice or liability, restrict the use of any Services or limit its time of availability in order to perform maintenance activities and to maintain security.

### 4. USE OF THE SERVICE.

- a. You agree to use the Service only for your private non- commercial use



and own personal viewing enjoyment. The Programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments, with the exception of On Demand usage or as otherwise specifically authorized by us in writing. 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, Equipment, or Other Devices.

- 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 our 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. 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, INCLUDING ANY ON DEMAND PURCHASES.

- d. Verizon may enable you to access and view Programming, including On Demand Services, in a variety of ways: (i) by streaming Programming to your TV through Equipment or Other Devices; (ii) by downloading Programming to your PC through either a website or via Access Software; (iii) by downloading Programming to an authorized and compatible wireless handset or portable device supporting media playback; or (iv) by streaming to your PC or portable/wireless device. The streaming and downloading technology employed by Verizon may vary among devices and software applications.

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

- a. We may provide you, for a fee or at no charge, software that may be required for use in connection with the Service which is owned by us or our third-party licensors, providers and suppliers ("Software" or "Access Software"). We reserve the right periodically to update, upgrade or change the Software remotely or on your computer, the Equipment, or any Other Devices, and you agree to permit such changes and access to your computer, the Equipment, and any Other Devices. 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 and, subject to and limited by any applicable limited warranty, laws, and/or policies, Other Devices).
- 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.
- e. You acknowledge that the Service is subject to U.S. export control laws and regulations. You represent that you are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the Service in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials, including the export of any provided equipment, via the Service.

#### 7. PERSONAL DATA AND PRIVACY POLICY.

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

#### 8. CHANGES TO THIS AGREEMENT.

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 will make revisions to this Agreement and to the policies relating to the Service, including revisions to the provisions that govern the way that you and Verizon resolve disputes. We will provide notice of such revisions through the cable system, including the Message Center located in the interactive media guide. You agree to visit the interactive media guide periodically to review any such revisions. Revisions to the terms and conditions shall be effective on



the date specified in the notice. Unless we provide otherwise, you accept the revisions and agree to abide by them by continuing to use the Service after the revisions are effective.

#### 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, or Other Devices authorized by Verizon for use in connection with the Service, including but not limited to smartphones, tablets, other portable devices, gaming consoles and internet-ready equipment. We have no responsibility for the operation or support, maintenance or repair of any third-party Other Devices, software or services that you choose to use in connection with the Service or with the Equipment or Other Devices provided by us. We assume no responsibility for the operation of the Service if equipment other than the Equipment or Other Devices authorized by us for use in connection with the Service are 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 or non-third party Other Devices 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. Except as set forth in the terms and conditions of any Verizon limited warranty applicable to Other Devices, we have no obligation to repair, replace, or maintain any such Other Devices. 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 or Other Devices, or software or firmware provided by Verizon in connection with the Service. Except as set forth below, 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. If the Equipment is affixed with a label which includes the following (or similar) message, "PROPERTY OF VERIZON. DO NOT REMOVE FROM PREMISES," then you must not remove the Equipment and you will not be charged an Equipment Fee as long as the Equipment is left in place in reasonable condition (subject only to reasonable wear and tear.)

- c. In the event that any Equipment is stolen, you are required to provide us with a copy of the police report to verify that such Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.
- d. Fios TV Equipment and Other Devices are priced separately from the price of the Service or Bundled Services plan, and may not be subject to the price protection applicable to the Service or Bundled Services plan in a term agreement or promotional offer.
- e. You may be required to pay certain Equipment-related fees, such as restocking fees and/or exchange fees.

#### 10. TERMINATION OF SERVICE; TERMINATION FEES.

- a. You or Verizon may terminate the Service at any time and for any reason by giving notice to the other in accordance with the notice provisions 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 the date of termination. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. 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 or Other Devices, 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, and any applicable Other Devices, has been delivered) if the Service is self-installed by you. Billing will continue until the Service is terminated in accordance with Section 10 (a) of 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 (and, if applicable, Other Devices) 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 in accordance with Section 10 (a) of this Agreement. Other transactional charges, such as for On Demand or Pay Per View 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-billing statement payment by credit card or such other payment method as we may designate for transactional services such as On Demand or Pay Per View Services. You agree to pay all applicable charges for the Service and Equipment or Other Devices by the due date set forth in your monthly invoice. Rates for the Service and other charges (excluding charges detailed in Section 11(b) – (d)) may be changed by us at any time, subject to the provision of prior notice to you as required by law. If we provide you with notice, it will be provided as set forth in Section 14 below. Rates for On Demand and Pay Per View Services may change at any time. Your billing statement may also contain certain other charges (including, without limitation, taxes and other governmental fees, as well as charges such as franchise fees, account activation and installation charges, franchise related



costs, surcharges, reactivation fees, customized setup fees, late payment charges 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 billing statement. 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, and may include additional service and data charges or fees from a wireless or internet service provider (which may be a third party or a Verizon affiliate). You are solely responsible for all charges payable to third parties or Verizon affiliates, 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. 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.



- 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 Billing Statement.** Subject to applicable law, if you intend to dispute a charge on your billing statement, 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.



We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

- 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](http://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, or any Other Devices, 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 OR OTHER**



DEVICES PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT OR OTHER DEVICES), 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 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 12 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, the Equipment, and any Other Devices used in connection with the Service (or the use of your Service or any such Equipment or Other Devices 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 Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920. A copy of the Notice of Dispute form 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](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; (d) when hand-delivered to your Premises, as applicable or (e) when included in our billing statements to you, regardless of whether billing statements are mailed to you or you have elected a paperless billing option.

#### 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.

#### 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](mailto:NoticeOfDispute@verizon.com) or through Verizon 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.

#### 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:

- a. 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 Better Business Bureau ("BBB"), attention of federal, state, or local government agencies, and if the law allows, they can seek relief against us for you.
- b. 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, 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.



- c. 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 RULE WILL APPLY IF IT CONFLICTS WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY CONTRARY PROVISION IN THE AAA 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.
- d. 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 Dispute Resolution Manager, One Verizon Way, VC54N090, 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, as well as for any appeal to a panel of three new arbitrators (if the arbitration award is appealable under this agreement).
- e. We may, but are not obligated to, make a written settlement offer any time 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.

- f. 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.
- g. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION 17(c) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
- h. 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 LLC	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



## EXHIBIT B ON DEMAND SERVICES

Verizon On Demand Services provide a multi-screen viewing function for certain FiOS TV content, and is included as part of your FiOS TV Services.

Your use of On Demand Services is conditional upon your continued adherence to the Verizon Online Terms of Service and the FiOS TV Terms of Service, located at <https://www.verizon.com/terms> and of Verizon's Acceptable Use Policy, which is included in Exhibit B. In the event of any conflict between these Verizon FiOS TV Terms of Service and the Verizon Online Terms of Service, the Verizon FiOS TV Terms of Service will control solely to the extent of such conflict.

### 1. Definitions.

"Content" shall mean video, audio, image or other files or data in digital or electronic form of any type provided through the Service.

"On Demand Library Content" means the collection of rented or unlimited/purchased On Demand Content, as defined below.

2. User Account. You must establish and/or maintain a "My Verizon" account at <http://verizon.com/myverizon> and enable such My Verizon account to license On Demand Content (on a rental or unlimited basis). Your "My Verizon" account will then become an "On Demand Enabled Account."
3. Authorized Devices. In order to access the On Demand Library Content, you will need a compatible viewing device, such as a PC or a portable/handset device, that (i) meets the minimum technical requirements that Verizon may establish from time to time, (ii) supports the digital rights management system, if any, required for access to the On Demand Library Content, and (iii) has been registered with your On Demand Enabled Account (each, a "On Demand Authorized Device"). You can register up to five (5) On Demand Authorized Devices per On Demand Enabled Account, and if you subscribe to Fios TV, all of your set-top boxes within a single household will count as one of your allotted On Demand Authorized Devices. In order to register and de-register portable On Demand Authorized Devices, you should connect the device to a PC that is itself an On Demand Authorized Device, although we may provide you the ability to register a device remotely. You are only permitted to de-register two (2) On Demand Authorized Devices per On Demand Account per calendar year without



connecting through your PC and you are only permitted to de-register and re-register the same On Demand Authorized Device two (2) times within a calendar year.

#### 4. On Demand Service Description & Conditions of Use

4.1. On Demand Service allows you to access and view On Demand Content in a variety of ways:

- a. by streaming On Demand Content to your TV through a Verizon-supplied Fios TV set-top box;
- b. by downloading On Demand Content to your PC through either a website or via Access Software; and
- c. by downloading On Demand View Content to an authorized and compatible PC, wireless handset or portable device, or other customer equipment supporting media playback. Verizon may enable you to stream On Demand Content to your device.

4.2. On Demand Service Requirements. Internet access is required to use the Services. You are solely responsible for compliance with any minimum system requirements, and for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Services. You acknowledge that delivery of Content is dependent on variables not under Verizon's control, including, but not limited to, the speed and availability of your broadband or network connection. You may experience delays or technical difficulties caused by or related to such variables, as well as the technical limitations of the On Demand Authorized Device on which you view the On Demand Library Content. To the extent permitted by applicable law, you will not receive a refund or credit for any Content that you are not able to view or have difficulty viewing due to such variables. You bear all responsibility for ensuring that you have the viewing capabilities to view Content in the appropriate format or at all.

4.3. The On Demand Service is intended solely for your non-transferable, non-commercial, private and personal use, and any other use or attempted use for commercial or other purposes is strictly prohibited. You understand and agree that advertisements, as well as certain communications from Verizon such as service announcements and administrative messages, are part of the Services and are





necessary for Verizon to provide the Services

.4.4 Digital Licenses for On Demand Content. Regardless of the use of the word "purchase," and except as set forth herein, all On Demand Content is offered for license, not purchase or sale, and is subject to this Agreement and any other license terms and conditions applicable to the On Demand Content, including limitations imposed by the use of any digital rights management technology. On Demand Content can be licensed in two ways:

4.4.1. Purchased On Demand Content: When you purchase On Demand Content, the payment of a purchase fee will entitle you to access the purchased On Demand Content for viewing on Authorized Devices an unlimited number of times over an indefinite period of time. Purchased On Demand Content will continue to be accessible if you are no longer a Fios TV customer, but your use of such On Demand Services will be subject to the terms of this Agreement.

4.4.2. Rented On Demand Content: When you rent On Demand Content, the payment of a rental fee will entitle you to access the rented On Demand Content for viewing on one or more Authorized Devices an unlimited number of times over a fixed period of time, typically 24 hours from the purchase or initial playback of the Rented On Demand Content. Upon the payment of the rental fee, you may be given the option to "Watch On This Screen" or "Watch on Any Screen".

4.4.2.1. If you select "Watch On This Screen", you can watch the Rented On Demand Content only on the specific On Demand Authorized Device on which the payment of the rental fee was made. The rented title will be downloaded to such On Demand Authorized Device, and it will be viewable as many times as you like for a viewing period of 24 (or in some cases up to 48) hours from the time you first initiate playback of the rented title. You must not delete the digital file from local storage prior to initiating playback, and you must initiate playback within 30 days of your rental purchase.

4.4.2.2. If you select "Watch On Any Screen", you will have 24 (or in some cases up to 48) hours from the time of the payment of your rental fee to watch (and if necessary, download) the title as many times as you like on any of your On Demand Authorized Devices. However, only one of your On Demand Authorized Devices may play back the Rental Content at any one time.

4.4.3. Upon the payment of either a purchase or rental fee, Verizon grants you a limited,



non-exclusive, revocable, non-transferable license to use the On Demand Content solely for your personal, non-commercial/non-public, entertainment use.

4.5. Purchased On Demand Content Availability. Once you purchase or rent On Demand Content, you bear the responsibility for completing download and/or use and for all risk of loss of the purchased and downloaded On Demand Content. Verizon encourages you to download or access your Purchased On Demand Content immediately after purchase.

4.5.1. Purchased On Demand Content may become unavailable for streaming (including streaming to your TV via a Verizon Fios TV set-top box) or re-download due to Content provider licensing and other restrictions, and Verizon will not be liable to you if Purchased On Demand Content becomes unavailable for further download, streaming and/or use.

4.5.2. Re-delivery of purchased On Demand Content. Verizon can only re-deliver to you the digital files containing Purchased On Demand Content a maximum of two (2) times during any calendar year.

4.5.3. Restrictions on Streamed Viewing. On Demand Content that you choose to watch online through your Web browser or other compatible devices are limited to two concurrent streams (including any streams delivered to the TV via a Fios TV set-top box) from the same account at any one time. In addition, the concurrent streams must be different titles as a single On Demand title cannot be streamed to two locations at the same time. We can only deliver On Demand Content to access points within the United States.

4.6. Reservation of Rights. All Content provided by Verizon or its third party licensors on any website or other resource provided by Verizon at which On Demand Content may be purchased, including, without limitation, images, animations, previews, video programming, information services, audio, music, and text, irrespective of the manner or format in which such Content is delivered, is the property of Verizon or its licensors. You understand and acknowledge that your rights with respect to On Demand Content are limited by copyright law. All rights regarding use of On Demand Content not expressly granted Agreement are reserved by Verizon and/or its licensors.

4.7. General Restrictions. The Services are intended for use within the United States. You agree to follow all rules and policies applicable to the Services, including required or automated updates, modifications and/or reinstallations of Access Software or



other software and obtaining available patches to address security, interoperability and/or performance issues. You also agree: (i) to comply with all applicable laws, rules and regulations when using the Services and accessing or viewing On Demand Library Content; and (ii) not to reverse engineer, decompile, disassemble or otherwise tamper with or modify any of the security features, usage restrictions or other Service components for any reason (or help anyone else to do so).

5. Data Charges. You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be Verizon or a third party) for accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges or fees payable to Verizon or 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.



## EXHIBIT C ACCEPTABLE USE POLICY

1. **General Policy:** Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").
2. **Specific Examples of AUP Violations.** The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to:
  - a. access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing;
  - b. transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks;
  - c. intercept, interfere with or redirect email or other transmissions sent by or to others;
  - d. introduce viruses, worms, harmful code or Trojan horses on the Internet;
  - e. post off-topic information on message boards, chat rooms or social networking sites;
  - f. engage in conduct that is defamatory, fraudulent, obscene or deceptive;
  - g. violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights;
  - h. engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users;
  - i. generate excessive amounts of email or other Internet traffic;
  - j. use the Service to violate any rule, policy or guideline of Verizon;
  - k. use the service in any fashion for the transmission or dissemination of



images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or

- I. download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or to destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.
3. Copyright Infringement/Repeat Infringer Policy. Verizon respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of Verizon to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, Verizon expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Verizon's designated Copyright Agent as set forth in Verizon's Copyright Policy located at <http://www.verizon.com/copy.html>.
4. Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.