

Customer Proprietary Network Information Notice

Your privacy is important to us.

Verizon Wireless and its affiliates (the "Verizon Companies") provide services to you. In doing so, we may each collect certain information that is made available to us solely by virtue of our relationship with you, such as quantity, technical configuration, type, destination, location and amount of use of the telecommunications services you purchase. This information and related billing information is known as Customer Proprietary Network Information (CPNI). The Federal Communications Commission and other regulators require the Verizon Companies to protect your CPNI.

In order to better serve your communications needs and to identify, offer and provide products and services to meet your requirements, we need your permission to share this information among our affiliates, agents and parent companies (including Vodafone) and their subsidiaries. The protection of your information is important to us, and the Verizon Companies acknowledge that you have a right, and we have a duty, under federal and state law, to protect the confidentiality of your CPNI.

You have a right to keep your CPNI private by "opting out." Unless you provide us with notice that you wish to opt out **within 30 days of receiving this letter**, we will assume that you give the Verizon Companies the right to share your CPNI with the authorized companies as described above. You may opt out by calling us at **1-800-333-9956** and following the recorded directions.

TTY users can opt out by first dialing a telecommunications relay service (TRS) center via 711 in order to contact a TRS Communications Assistant (CA). Then, simply ask the CA to dial **1-800-333-9956** and notify us that you wish to opt out.

Please be advised that if you do not opt out, your consent will remain valid until we receive your notice withdrawing it. If you wish to withdraw your consent at any time, you may do so by calling us at **1-800-333-9956**.

Furthermore, note that opting out will not affect the status of the services you currently have with the Verizon Companies. In addition, we can disclose your CPNI to comply with any laws, court order or subpoena, or to provide services to you pursuant to your Customer Agreement.

For more information, please refer to the Frequently Asked Questions on the next page. Your privacy is important to us.

Customer Proprietary Network Information Frequently Asked Questions

Q1. What is CPNI?

A. Customer Proprietary Network Information (CPNI) is information created by virtue of the relationship between a carrier and a customer, including the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services purchased (including specific calls a customer makes and receives) and related local and toll billing information. It does not include information such as one's name, address or telephone number.

Q2. Why does Verizon Wireless need my consent?

A. Verizon Wireless needs to share your CPNI with our affiliates, agents and parent companies in order to better offer and provide you the full range of the Verizon Companies' communications-related products and services. The Federal Communications Commission requires that we obtain your consent to do so.

Q3. If I give my consent, what can Verizon Wireless do with my information?

A. With your consent, Verizon Wireless will be able to share your CPNI with our affiliates, agents and parent companies. Sharing such information will enable us to collaborate on how to better serve your telecommunications needs.

Q4. Can I change my mind about giving consent?

A. A customer has the right at any time to withdraw their previously-given permission to share CPNI by notifying Verizon Wireless at **1-800-333-9956**.

Q5. How am I affected if I decide not to provide my consent?

A. The inability to share your CPNI may make it more difficult for Verizon Wireless to work with our affiliates to offer you new communications-related products and services in the future. However, your decision to disallow the sharing of CPNI will not affect the services that you currently obtain from the Verizon companies.

CUSTOMER AGREEMENT TERMS & CONDITIONS

Your Verizon Wireless Customer Agreement

Please carefully read this agreement, including the Calling Plan or Plans you've chosen, before filing it in a safe place.

(Para una copia de este documento en español, llame al 1.800.922.0204 o visite a nuestro website a espanol.vzwshop.com.)

By accepting this agreement, you're bound by its conditions. It covers important topics such as how long it lasts, fees for early termination and late payments, our rights to change its conditions and your wireless service, limitations of liability, privacy, and settlement of disputes by arbitration instead of in court. If you accept this agreement, it will apply to all your wireless service from us, including all your existing Calling Plans and other lines in service.

Your Calling Plan

YOUR CALLING PLAN BECOMES PART OF THIS AGREEMENT. Your Calling Plan includes your monthly service allowances and features, the coverage areas in which those allowances and features may be used, and the recurring access and pay-per-use charges associated with those allowances and features, all as described in the materials made available to you at the time you accepted this agreement. To the extent any condition in your Calling Plan expressly conflicts with this agreement, the condition in your Calling Plan will govern. If at any time you change your service (by accepting a promotion, for example), you'll be subject to any requirements, such as a new minimum term, we set for that change.

Your Rights to Refuse or Cancel This Agreement

THIS AGREEMENT STARTS WHEN YOU ACCEPT. Paragraphs marked "∞" continue after it ends. You accept when you do any of the following things after an opportunity to review this agreement:

- Give us a written or electronic signature;
- Tell us orally or electronically that you accept;
- Activate your service through your wireless phone;
- Open a package that says you are accepting by opening it; or
- Use your service after making any change or addition when we've told you that the change or addition requires acceptance.

IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE

THINGS. You can cancel (if you're a new customer and not assuming another customer's service) **WITHIN 30 DAYS** of accepting. You'll still be responsible through that date for the new service and any charges associated with it.

Your Rights to Change or End Your Service; Termination Fees; Phone Number Portability

∞ Except as explicitly permitted by this agreement, you're agreeing to maintain service with us for your minimum term. (Periods of suspension of service don't count towards fulfillment of your minimum term.) After that, you'll become a month-to-month customer under this agreement.

AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE BECOMING A MONTH-TO-MONTH CUSTOMER, OR IF WE TERMINATE IT EARLY FOR GOOD CAUSE. FOR SERVICE ACTIVATED PRIOR TO 11/16/06, THE EARLY

Our Rights to Limit or End Service or This Agreement

You agree not to resell our service to someone else without our prior written permission. You also agree your wireless phone won't be used for any other purpose that isn't allowed by this agreement or that is illegal. You agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR THIS OR ANY OTHER GOOD CAUSE, including, but not limited to: (i) if you: (a) breach this agreement; (b) pay late more than once in any 12 months; (c) incur charges larger than a required deposit or billing limit (even if we haven't yet billed the charges); (d) provide credit information we can't verify; (e) become insolvent or go bankrupt; (f) lie to us; (g) allow anyone to tamper with your phone; or (h) if you, any user of your phone, or any authorized contact on your account: (a) threatens or commits violence against our representatives; (b) uses vulgar and/or inappropriate language toward our representatives; (c) steals from us; (d) harasses our representatives; (e) interferes with our operations; (f) spams; or engages in other abusive messaging or calling; (g) modifies your phone from its manufacturer's specifications; or (h) uses the service in a way that adversely affects our network or other customers. We can also temporarily limit your service for any operational or governmental reason. If you file for bankruptcy, our rights to limit, suspend, or end your service or any agreement with you will be governed by bankruptcy law.

Directory Information

∞ We don't publish directories of our customers' phone numbers. We don't provide them to third parties for listing in directories either.

Your Privacy – IMPORTANT INFORMATION – PLEASE READ CAREFULLY BEFORE MAKING YOUR PURCHASE DECISION

∞ In the course of providing services to you, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as information about the quantity, technical configuration, type, destination, and amount of your use of the telecommunications services you purchase. This information and related billing information is known as Customer Proprietary Network Information, or CPNI. (CPNI does not include your name, address, and wireless phone number.) Further, except as provided in this agreement, we won't intentionally share personal information about you without your permission. **WE MAY USE AND SHARE INFORMATION ABOUT YOU AND HOW YOU USE THE SERVICES. (A) SO WE CAN PROVIDE OUR GOODS OR SERVICES. (B) SO OTHERS CAN PROVIDE GOODS OR SERVICES TO US, OR TO YOU ON OUR BEHALF. (C) SO WE OR OUR AFFILIATES CAN COMMUNICATE WITH YOU ABOUT GOODS OR SERVICES THAT ANY OF US OFFER (ALTHOUGH YOU CAN CALL US ANY TIME IF YOU DON'T WANT US TO DO THIS). (D) TO PROTECT OURSELVES, OR (E) AS REQUIRED BY LAW, LEGAL PROCEEDINGS, OR URGENT CIRCUMSTANCES. IN ADDITION, WE MAY INCLUDE OUR OWN OR THIRD-PARTY ADVERTISING IN THE SERVICES YOU'VE PURCHASED FROM US, AND WE MAY SHARE INFORMATION ABOUT YOU WITH AFFILIATES, VENDORS AND THIRD PARTIES TO, IN ADDITION TO THE ABOVE REASONS, DELIVER RELEVANT ADVERTISING TO YOU WHILE USING THE SERVICES. WE MAY COLLECT AND TRANSMIT INFORMATION REGARDING YOUR USE OF THE SERVICES THROUGH APPLICATIONS OR OTHER**

SOFTWARE PRESENT ON YOUR DEVICE. IF YOU DO NOT WANT US TO COLLECT, TRANSMIT OR USE SUCH INFORMATION ABOUT YOU FOR THE ABOVE PURPOSES, YOU SHOULD NOT USE THE SERVICES. BY USING THE SERVICES, YOU EXPRESSLY AUTHORIZE US TO USE YOUR INFORMATION FOR THESE PURPOSES. Further, you've authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies and our affiliates. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you. It's illegal for unauthorized people to intercept your calls, but such interceptions can occur. For training or quality assurance, we may also monitor or record our calls with you.

Special Discounts

You may be eligible for a discount on your monthly access fee based on your affiliation with an organization that has an agreement with us, or if you qualify under a government employee discount program. When you make changes to your account, we may require you to validate that you still meet the eligibility requirements for the discount. You understand that by participating in a discount program (other than a government employee discount program), we may release certain information relating to your service (including your name, your wireless telephone number and total monthly charges) to your organization. We may adjust your discount in accordance with your organization's agreement with us and remove your discount after your minimum term expires or if you end or change your affiliation with the organization. You agree that any change or removal of your discount, based on your affiliation with the organization or your organization's agreement with us, shall not be considered to have a material adverse effect on you.

Disclaimer of Warranties

∞ WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR WIRELESS PHONE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

Waivers and Limitations of Liability

∞ UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ONE OF OUR SUPPLIERS, TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THE SUPPLIER FOR SUCH CLAIM. You agree we aren't liable for problems caused by you or a third party, by buildings, hills, network congestion, tunnels, weather, or other things we don't control; or by any act of God. You also agree we aren't liable for missed Voice Mails, or deletions of Voice Mails from your Voice Mailbox (if you have one), even if you've saved them, or for other information that may be lost or deleted if we service your phone. If another wireless carrier is involved in any problem (for example, while you roam), you also agree to any limitations of liability in its favor that it imposes.

Dispute Resolution and Mandatory Arbitration

∞ WE EACH AGREE TO SETTLE DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND REVIEW IS LIMITED. BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT AS A COURT WOULD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO EACH AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT:

- (1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT, EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES. ANY CONTOVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR WIRELESS SERVICE WITH US OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED 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 AGENCIES AND THEY CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF.
- (2) FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION (WIA) RULES WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE COMPLAINING PARTY CAN CHOOSE EITHER THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, OR THE BBB'S RULES FOR BINDING ARBITRATION. EACH OF US MAY BE REQUIRED TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. IN LARGE COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF THREE NEW ARBITRATORS.
- (3) YOU CAN OBTAIN PROCEDURES, RULES, AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG), THE BBB (WWW.BBB.ORG), OR FROM US. **THIS AGREEMENT DOESN'T PERMIT CLASS ARBITRATIONS EVEN IF THOSE PROCEDURES OR RULES WOULD, IN EXCHANGE FOR YOUR AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS, WE'RE PROVIDING YOU A FREE INTERNAL MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOESN'T DECIDE THEIR ISSUES. IN OUR MEDIATION PROGRAM, WE'LL ASSIGN SOMEONE (WHO MAY BE FROM OUR COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR, NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. CONTACT US AT VERIZONWIRELESS.COM OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE.**

(4) IF YOU REQUEST MEDIATION UNDER OUR PROGRAM, PARTICIPATE IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION, AND THE MEDIATION DOESN'T RESOLVE THE DISPUTES BETWEEN US, WE'LL PAY ANY FILING FEE LATER CHARGED YOU BY THE AAA OR BBB FOR ONE

ARBITRATION OF THOSE DISPUTES. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY FURTHER ADMINISTRATIVE AND ARBITRATOR FEES LATER CHARGED FOR IT AND (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS AGREEMENT) ANY APPEAL TO A NEW THREE ARBITRATOR PANEL. WE MAY MAKE YOU A WRITTEN OFFER OF SETTLEMENT ANY TIME BEFORE ARBITRATION BEGINS. IF WE DO AND YOU DON'T RECOVER IN ARBITRATION MORE THAN 75% OF THE OFFERED AMOUNT, YOU AGREE TO REPAY US THE LESSER OF ANY FEES WE ADVANCED OR WHAT YOU WOULD HAVE PAID IN FEES AND COSTS IN COURT UNDER SIMILAR CIRCUMSTANCES.

(5) ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONCERNING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(6) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) ABOVE IS DEEMED UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY. FURTHER, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY TRIAL BY JURY.

About You

∞ You represent that you're at least 18 years old and have the legal capacity to accept this agreement. If you're ordering for an organization, you're representing that you're authorized to bind it, and where the context requires, "you" means the organization.

About This Agreement

∞ A waiver of any part of this agreement in one instance isn't a waiver of any part or any other instance. You can't assign this agreement or any of your rights or duties under it. We may assign all or part of this agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed. NOTICES ARE CONSIDERED DELIVERED WHEN WE SEND THEM BY EMAIL OR FAX TO ANY EMAIL OR FAX NUMBER YOU'VE PROVIDED TO US, OR 3 DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, IF BY US, OR TO THE CUSTOMER SERVICE ADDRESS ON YOUR MOST RECENT BILL, IF BY YOU. If any part of this agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this agreement. This agreement and the documents to which it refers form the entire agreement between us on their subjects. You can't rely on any other documents or statements on those subjects by any sales or service representatives, and you have no other rights with respect to service of this agreement, except as specifically provided by law. This agreement isn't for the benefit of any third party except our parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except to the extent we've agreed otherwise in the provisions on late fees, collection costs and arbitration, or as required by Federal law, this agreement and disputes covered by it are governed by the laws of the state encompassing the area code assigned to your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.



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**Customer Agreement
Terms & Conditions**