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80 South 8th Street  
Minneapolis MN 55402-2157  
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fax 612.977.8650



June 28, 2017

**Andrew M. Carlson**  
(612) 977-8242  
acarlson@briggs.com

**VIA FEDERAL EXPRESS**

Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard - Dept. 408  
Bismarck, ND 58505-0480

**Re: 2017 ETC Form 481 Annual Report of Badlands Cellular of North Dakota  
Limited Partnership  
Case No. \_\_\_\_\_**

Dear Executive Secretary:

Enclosed please find the 2017 Form 481 annual ETC report ("Form 481") of Badlands Cellular of North Dakota Limited Partnership (the "Company"), Study Area Code 389009, as previously filed with the Universal Service Administrative Company ("USAC") and the Federal Communications Commission ("FCC"), in compliance with 47 CFR §§ 54.313 and 54.422.

Certain parts of the Company's Form 481 contain information and data considered to be trade secret/confidential under N.D. Cent. Code 44-04-18.4 and N.D. Admin. Code § 69-02-09-01 *et seq.* Accordingly, the following are enclosed for filing:

- one trade secret/confidential copy of the Form 481, in a separate sealed envelope marked PROTECTED INFORMATION – PRIVATE, consistent with N.D. Admin. Code § 69-02-09-02;
- one public copy of the Form 481 (with the trade secret/confidential material redacted);
- the Company's Application to Protect Trade Secret and Confidential Information submitted with the Form 481.

For confirmation of filing, also enclosed are one copy each of the public version of the Form 481 and of the Trade Secret Application, along with a self-addressed stamped envelope. Please file-stamp the copies of the public version of the Form 481 and the Trade Secret Application, and return them to me in the self-addressed stamped envelope.

Although the information in the Company's Form 481 overlaps substantially with the information required in the annual ETC report to the Commission pursuant to N.D. Admin. Code

BRIGGS AND MORGAN

Executive Secretary

June 28, 2017

Page 2

§ 69-09-05-12.1, the Company will file a separate annual ETC report pursuant to Section 69-09-05-12.1 on or before August 1, 2017 and will file a certification as to use of support as directed by the Commission.

Please contact me if there are any questions about this filing.

Sincerely,



Andrew M. Carlson

AMC/sjc  
Enclosures

**PUBLIC VERSION  
CONTAINS REDACTIONS**

FOIA Form 88-0010-0001 Annual Reporting  
Data Collection Form

U.S. Forest Service  
Wilderness Management Division  
Forest Management  
July 2018

<010> Study Area Code	389009
<015> Study Area Name	BADLANDS CELLULAR OF ND LP
<020> Program Year	2018
<030> Contact Name: Person USAC should contact with questions about this data	Linda Stevens
<035> Contact Telephone Number: Number of the person identified in data line <030>	4232029771 ext.
<039> Contact Email Address: Email of the person identified in data line <030>	linda.stevens@verizonwireless.com
Form Type	54.313 and 54.422

PUBLIC VERSION  
CONTAINS REDACTIONS

(200) Service Outage Reporting (Voice)  
Data Collection Form

FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010> Study Area Code 389009  
 <015> Study Area Name BADLANDS CELLULAR OF ND LP  
 <020> Program Year 2018  
 <030> Contact Name - Person USAC should contact regarding this data Linda Stevens  
 <035> Contact Telephone Number - Number of person identified in data line <030> 4232029771 ext.  
 <039> Contact Email Address - Email Address of person identified in data line <030> linda.stevens@verizonwireless.com

<210> For the prior calendar year, were there any reportable voice service outages? Yes

<a>	<b1>	<b2>	<b3>	<b4>	<c1>	<c2>	<d>	<e>	<f>	<g>	<h>
NORS Reference Number	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Number of Customers Affected	Total Number of Customers	911 Facilities Affected (Yes / No)	Service Outage Description (Check all that apply)	Did This Outage Affect Multiple Study Areas (Yes / No)	Service Outage Resolution	Preventative Procedures

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PUBLIC VERSION  
CONTAINS REDACTIONS

(300) Unfulfilled Service Request  
Data Collection Form

FCC Form 487  
OMB Control No. 3060-0966/OMB Control No. 3060-0819  
July 2013

<010> Study Area Code 389009  
<015> Study Area Name BADLANDS CELLULAR OF ND LP  
<020> Program Year 2018  
<030> Contact Name - Person USAC should contact regarding this data Linda Stevens  
<035> Contact Telephone Number - Number of person identified in data line <030> 4232029711 ext.  
<039> Contact Email Address - Email Address of person identified in data line <030> linda.stevens@verizonwireless.com

<300> Unfulfilled service request (voice)

<310> Detail on attempts (voice) \_\_\_\_\_  
Name of Attached Document

<320> Unfulfilled service request (broadband)

<330> Detail on attempts (broadband) \_\_\_\_\_  
Name of Attached Document

(400) Number of Complaints per 1,000 customers Data Collection Form	FCC Form 481 OMB Control No. 3060-0804/OMB Control No. 3060-0819 July 2013
--	--

<010> Study Area Code 389009

<015> Study Area Name MADLANDE CELLULAR OF MD LP

<020> Program Year 2018

<030> Contact Name - Person USAC should contact regarding this data Linda Stevens

<035> Contact Telephone Number - Number of person identified in data line <030> 4232029771 ext.

<039> Contact Email Address - Email Address of person identified in data line <030> linda.stevens@verizonwireless.com

<400> Select from the drop-down list to indicate how you would like to report voice complaints (zero or greater) for voice telephony service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize. Offered only mobile voice

<410> Complaints per 1000 customers for fixed voice

<420> Complaints per 1000 customers for mobile voice

CONFIDENTIAL

<430> Select from the drop-down list to indicate how you would like to report end-user customer complaints (zero or greater) for broadband service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.

<440> Complaints per 1000 customers for fixed broadband

<450> Complaints per 1000 customers for mobile broadband

PUBLIC VERSION  
CONTAINS REDACTIONS

(509) Compliance With Service Quality Standards and Consumer Protection Rules  
Data Collection Form

FCC Form 481  
OMB Control No. 3060-0066/OMB Control No. 3060-0819  
July 2013

<010> Study Area Code	389009
<015> Study Area Name	MADLANDS CELLULAR OF MD LP
<020> Program Year	2010
<030> Contact Name - Person USAC should contact regarding this data	Linda Stevens
<035> Contact Telephone Number - Number of person identified in data line <030>	4232029771 ext.
<039> Contact Email Address - Email Address of person identified in data line <030>	linda.stevens@wireless.com
<500> Certify compliance with applicable service quality standards and consumer protection rules	Yes
<510> Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance	389009nd510.pdf
<515> Certify compliance with applicable minimum service standards	

PUBLIC VERSION  
CONTAINS REDACTIONS

(600) Functionality in Emergency Situations  
Data Collection Form

FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	389009
<015>	Study Area Name	HADLANDS CIRCULAR OF RD LP
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Linda Stevens
<035>	Contact Telephone Number - Number of person identified in data line <030>	425229773 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	linda.stevens@verizonwireless.com
<600>	Certify compliance regarding ability to function in emergency situations	Yes
<610>	Descriptive document for Functionality in Emergency Situations	389009nd610.pdf







**PUBLIC VERSION  
CONTAINS REDACTIONS**

9900 Tribal Lands Reporting  
Data Collection Form

FCC Form 481  
OMB Control No. 5700-0965/OMB Control No. 3145-0119  
July 2011

<010> Study Area Code 389009  
 <015> Study Area Name BADLANDS CELLULAR OF ND LP  
 <020> Program Year 2018  
 <030> Contact Name - Person USAC should contact regarding this data Linda Stevens  
 <035> Contact Telephone Number - Number of person identified in data line <030> 4232029771 ext.  
 <039> Contact Email Address - Email Address of person identified in data line <030> Linda.stevens@verizonwireless.com

<900> Does the filing entity offer tribal land services? (Y/N) Yes

Standing Rock Sioux Tribe of North and South Dakota and Three Affiliated Tribes of the Fort Berthold Reservation

389009m3920.pdf

Name of Attached Document

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached PDF, on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions.
- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

Select Yes or No or Not Applicable
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes

**PUBLIC VERSION  
CONTAINS REDACTIONS**

(1000) Voice and Broadband Service Rate Comparability  
Data Collection Form

FCC Form 487  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010> Study Area Code 389009  
 <015> Study Area Name BADLANDS CELLULAR OF ND LP  
 <020> Program Year 2018  
 <030> Contact Name - Person USAC should contact regarding this data Linda Stevens  
 <035> Contact Telephone Number - Number of person identified in data line <030> 4232029771 ext.  
 <039> Contact Email Address - Email Address of person identified in data line <030> linda.stevens@verizonwireless.com

<1000> Voice services rate comparability certification

Yes

<1010> Attach detailed description for voice services rate comparability compliance

389009nd1010.pdf

\_\_\_\_\_  
Name of Attached Document

<1020> Broadband comparability certification

\_\_\_\_\_  
Name of Attached Document

<1030> Attach detailed description for broadband comparability compliance

PUBLIC VERSION  
CONTAINS REDACTIONS

(1100) No Terrestrial Backhaul Reporting  
Data Collection Form

FCC Form 481  
OMB Control No. 3060-0585/OMB Control No. 3060-0619  
July 2013

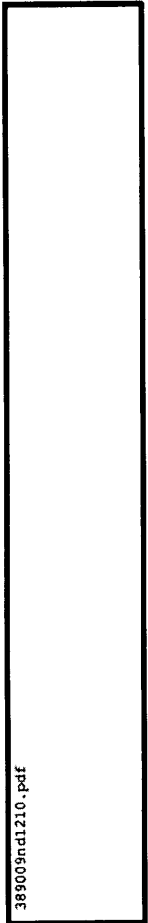
<010> Study Area Code 389009  
<015> Study Area Name BADLANDS CELLULAR OF ND LP  
<020> Program Year 2018  
<030> Contact Name - Person USAC should contact regarding this data Linda Stevens  
<035> Contact Telephone Number - Number of person identified in data line <030> 4232029771 ext.  
<039> Contact Email Address - Email Address of person identified in data line <030> linda.stevens@verizonwireless.com

<1100> Certify whether terrestrial backhaul options exist (Y/N)

<1130> Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g).

(1200) Terms and Condition for Lifeline Customers  
 LifeLine  
 Data Collection Form  
 FCC Form 481  
 OMB Control No. 3060-0060 OMB Control No. 3060-0060  
 July 2014

<010> Study Area Code 389009  
 <015> Study Area Name BADLANDS CELLULAR OF ND LP  
 <020> Program Year 2018  
 <030> Contact Name - Person USAC should contact regarding this data Linda Stevens  
 <035> Contact Telephone Number - Number of person identified in data line <030> 4232028771 ext.  
 <039> Contact Email Address - Email Address of person identified in data line <030> linda.stevens@verizonwireless.com



<1210> Terms & Conditions of Voice Telephony Life Line Plans

Name of Attached Document

<1220> Link to Public Website

HTTP www.verizonwireless.com/lifeline

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

- <1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,
- <1222> Details on the number of minutes provided as part of the plan,
- <1223> Additional charges for toll calls, and rates for each such plan.

(2015) Price Cap Carrier Additional Documentation  
Data Collection Form  
Including Non-Platinum Carriers affiliated with Price Cap Local Exchange Carriers

FOIA(b)(5)  
OMB Control No. 3000-0057 (Rev. 10-16-2013) 3000-0057  
May 2013

<010>	Study Area Code	389009
<015>	Study Area Name	BADLANDS CELLULAR OF ND L.P
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Linda Stevens
<035>	Contact Telephone Number - Number of person identified in data line <030>	4232029771 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	Linda.stevens@verizonwireless.com

Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of Incremental High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

**Incremental Connect America Phase I reporting**

<2011>	3rd Year Certification 47 CFR §54.313(b)(1)(ii) - Note that for the July 2017 certification, this applies to Round 2 recipients of Incremental Support.		
<2022>	Recipient certifies, representing year three after filing a notice of acceptance of funding pursuant to 54.312(c), that the locations in question are not receiving support under the Broadband Initiatives Program or the Broadband Technology Opportunities Program for projects that will provide broadband with speeds of at least 4 Mbps/1Mbps - 54.313(b)(2)(i). Round 2 recipients only.		
<2023>	The attachment on line 2024 includes a statement of the total amount of capital funding expended in the previous year in meeting Connect America Phase I deployment obligations, accompanied by a list of census blocks indicating where funding was spent. This covers year three - 54.313(b)(2)(ii). Round 2 recipients only.		
<2024A>	Round 2 Recipient of Incremental Support?		
<2024B>	Attach list of census blocks indicating where funding was spent in year three - 54.313(b)(2)(ii). Round 2 recipients only.		Name of Attached Document Listing Required Information
<2025A>	Round 2 Recipient of Incremental Support?		
<2025B>	Attach geocoded information for Phase I milestone reports (Round 2 for year three) - Connect America Fund , WC Docket 10-90, Report and Order, FCC 13-73, paragraph 35 (May 22, 2013).		Name of Attached Document Listing Required Information
<2015>	2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4)		

PUBLIC VERSION  
CONTAINS REDACTIONS

(2005) Price Cap Carrier Additional Documentation  
Data Collection Form  
Including lists of Telecom Carriers Affiliated with Price Cap Local Exchange Carriers  
FCC Form 477  
OMB Control No. 3000-0010  
July 2003

**Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}**

<2016> Certification support used to build broadband

**Connect America Phase II Reporting {47 CFR § 54.313(e)}**

<2017A> Connect America Fund Phase II recipient?

<2017C> Total amount of Phase II support, if any, the price cap carrier used for capital expenditures in 2016.

<2018> Attach the number, names, and addresses of community anchor institutions to which the carrier newly began providing access to broadband service in the preceding calendar year - 54.313(e)(1)(ii)(A)

<2019> Recipient certifies that it bid on category one telecommunications and Internet access services in response to all FCC Form 470 postings seeking broadband service that meets the connectivity targets for the schools and libraries universal service support program for eligible schools and libraries located within any area in a census block where the carrier is receiving Phase II model-based support, and that such bids were at rates reasonably comparable to rates charged to eligible schools and libraries in urban areas for comparable offerings - 54.313(e)(1)(ii)(C)

Name of Attached Document Listing  
Required Information

FCC Form 481  
OMB Control No. 3050-0061 OMB Control No. 3050-0010  
July 2013

<010> Study Area Code 389009  
 <015> Study Area Name BADLANDS CELLULAR OF ND LP  
 <020> Program Year 2018  
 <030> Contact Name - Person USAC should contact regarding this data Linda Stevens  
 <035> Contact Telephone Number - Number of person identified in data line <030> 4232029771 ext.  
 <039> Contact Email Address - Email Address of person identified in data line <030> linda.stevens@verizonwireless.com

Select from the drop down menu or check the boxes below to note compliance with 54.313(f)(1). Privately held carriers must ensure compliance with the financial reporting requirements set forth in 47 CFR 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

**Progress Report on 5 Year Plan**  
 (3009) Carrier certifies to 54.313(f)(1)(iii)

(3010A) Certification of Public Interest Obligations (47 CFR § 54.313(f)(1)(i))

(3010B) Please Provide Attachment Name of Attached Document Listing Required Information

(3012A) Community Anchor Institutions (47 CFR § 54.313(f)(1)(iii))

(3012B) Please Provide Attachment Name of Attached Document Listing Required Information

(3013) Is your company a Privately Held ROR Carrier (47 CFR § 54.313(f)(2)) (Yes/No)

(3014) If yes, does your company file the RUS annual report (Yes/No)

Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:

(3015) Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)

(3016) Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows

(3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation Name of Attached Document Listing Required Information

(3018) If the response is no on line 3014, is your company audited? (Yes/No)

If the response is yes on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:

(3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers

(3020) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3021) Management letter and/or audit opinion issued by the independent certified public accountant that performed the company's financial audit. If the response is no on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:

(3022) Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers

(3023) Underlying information subjected to a review by an independent certified public accountant

(3024) Underlying information subjected to an officer certification.

(3025) Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows

(3026) Attach the worksheet listing required information Name of Attached Document Listing Required Information





<010>	Study Area Code	389005
<015>	Study Area Name	BADLANDS CIRCULAR OF NC LP
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Linda Stevens
<035>	Contact Telephone Number - Number of person identified in data line <030>	4332029771 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	linda.stevens@verizonwireless.com

**4005 Rural Broadband Experiment**

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations, provide a list of newly served community anchor institutions, and provide a list of locations where broadband has been deployed.

**Public Interest Obligations – FCC 14-98 (paragraphs 26-29, 78)**

Please address Line 4001 regarding compliance with the Commission’s public interest obligations. All RBE participants must provide a response to Line 4001.

**4001.** Recipient certifies that it is offering broadband to the identified locations meeting the requisite public interest obligations consistent with the category for which they were selected, including broadband speed, latency, usage capacity, and rates that are reasonably comparable to rates for comparable offerings in urban areas?

**Community Anchor Institutions – FCC 14-98 (paragraph 79)**

**4003a.** RBE participants must provide the number, names, and addresses of community anchor institutions to which they newly deployed broadband service in the preceding calendar year. On this line, please respond (yes – attach new community anchors, no – no new anchors) to indicate whether this list will be provided.

If yes to 4003A, please provide a response for 4003B.

**4003b.** Provide the number, names and addresses of community anchor institutions to which the recipient newly began providing access to broadband service in the preceding calendar year.

Name of Attached Document Listing Required Information \_\_\_\_\_

**Broadband Deployment Locations – FCC 14-98 (paragraph 80)**

**4004a.** Attach a list of geocoded locations to which broadband has been deployed as of the June 1st immediately preceding the July 1st filing deadline for the FCC Form 481.

Name of Attached Document Listing Required Information \_\_\_\_\_

**4004b.** Attach evidence demonstrating that the recipient is meeting the relevant public service obligations for the identified locations. Materials must at least detail the pricing, offered broadband speed and data usage allowances available in the relevant geographic area.

Name of Attached Document Listing Required Information \_\_\_\_\_

PUBLIC VERSION  
CONTAINS REDACTIONS

Certification - Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0619 July 2013
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<010> Study Area Code	389009
<015> Study Area Name	BADLANDS CELLULAR OF ND LP
<020> Program Year	2018
<030> Contact Name - Person USAC should contact regarding this data	Linda Stevens
<035> Contact Telephone Number - Number of person identified in data line <030>	4232029771 ext.
<039> Contact Email Address - Email Address of person identified in data line <030>	linda.stevens@verizonwireless.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

<b>Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients</b>	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier:	BADLANDS CELLULAR OF ND LP
Signature of Authorized Officer:	CERTIFIED ONLINE Date 06/23/2017
Printed name of Authorized Officer:	Robert Mutzenback
Title or position of Authorized Officer:	Assistant Secretary
Telephone number of Authorized Officer:	9085593924 ext.
Study Area Code of Reporting Carrier:	389009 Filing Due Date for this form: 07/03/2017
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**PUBLIC VERSION  
CONTAINS REDACTIONS**

<b>Certification - Agent / Carrier</b>	FCC Form 481 OMB Control No. 3060-0865 / OMB Control No. 3060-0819 July 2013
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<b>&lt;010&gt; Study Area Code</b>	389009
<b>&lt;015&gt; Study Area Name</b>	BADLANDS CELLULAR OF ND LP
<b>&lt;020&gt; Program Year</b>	2018
<b>&lt;030&gt; Contact Name - Person USAC should contact regarding this data</b>	Linda Stevens
<b>&lt;035&gt; Contact Telephone Number - Number of person identified in data line &lt;030&gt;</b>	4232029771 ext.
<b>&lt;039&gt; Contact Email Address - Email Address of person identified in data line &lt;030&gt;</b>	linda.stevens@verizonwireless.com

**TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:**

<b>Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier</b>	
I certify that (Name of Agent) _____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent: _____	
Name of Reporting Carrier: _____	
Signature of Authorized Officer: _____	Date: _____
Printed name of Authorized Officer: _____	
Title or position of Authorized Officer: _____	
Telephone number of Authorized Officer: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**TO BE COMPLETED BY THE AUTHORIZED AGENT:**

<b>Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier</b>	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier: _____	
Name of Authorized Agent Firm: _____	
Signature of Authorized Agent or Employee of Agent: _____	Date: _____
Name of Authorized Agent Employee: _____	
Title or position of Authorized Agent or Employee of Agent: _____	
Telephone number of Authorized Agent or Employee of Agent: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**PUBLIC VERSION  
CONTAINS REDACTIONS**

**Attachments**

**PUBLIC VERSION  
CONTAINS-REDACTIONS**

FCC Form 481  
OMB Control No. 3060-0996/OMB Control No. 3060-0819  
July 2013

**(200) Service Outage Reporting (Voice)  
Data Collection Form**

<010> Study Area Code 389009  
 <015> Study Area Name BADLANDS CELLULAR OF ND LP  
 <020> Program Year 2018  
 <030> Contact Name - Person USAC should contact regarding this data Linda Stevens  
 <035> Contact Telephone Number - Number of person identified in data line <030> 4232029771 ext.  
 <039> Contact Email Address - Email Address of person identified in data line <030> linda.stevens@verizonwireless.com

<210> For the prior calendar year, were there any reportable voice service outages? Yes

<220>

**CONFIDENTIAL**

NORS Reference Number	<b1> Outage Start Date	<b2> Outage Start Time	<b3> Outage End Date	<b4> Outage End Time	<c1> Number of Customers Affected	<c2> Total Number of Customers	<d> 911 Facilities Affected (Yes / No)	<e> Service Outage Description (Check all that apply)	<f> Did This Outage Affect Multiple Study Areas (Yes / No)	<g> Service Outage Resolution	<h> Preventative Procedures

**PUBLIC VERSION  
CONTAINS-REDACTIONS**

(200) Service Outage Reporting (Voice)  
Data Collection Form

FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010> Study Area Code 389009  
 <015> Study Area Name BADLANDS CELLULAR OF ND LP  
 <020> Program Year 2018  
 <030> Contact Name - Person USAC should contact regarding this data Linda Stevens  
 <035> Contact Telephone Number - Number of person identified in data line <030> 4232029771 ext.  
 <039> Contact Email Address - Email Address of person identified in data line <030> linda.stevens@verizonwireless.com

<210> For the prior calendar year, were there any reportable voice service outages? Yes

<220>

**CONFIDENTIAL**

NORS Reference Number	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Number of Customers Affected	Total Number of Customers	911 Facilities Affected (Yes / No)	Service Outage Description (Check all that apply)	Did This Outage Affect Multiple Study Areas (Yes / No)	Service Outage Resolution	Preventative Procedures



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(800) Operating Companies  
Data Collection Form

FCC Form 411  
OMB Control No. 060-0596/O-18 Control No. 070-0025  
JULY 2013

<010>	Study Area Code	389009
<015>	Study Area Name	BADLANDS CELLULAR OF ND LP
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Linda Stevens
<035>	Contact Telephone Number - Number of person identified in data line <030>	4232023771 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	Linda.stevens@verizonwireless.com
<810>	Reporting Carrier	Badlands Cellular of North Dakota Limited Partnership
<811>	Holding Company	Verizon Communications Inc.
<812>	Operating Company	Badlands Cellular of North Dakota Limited Partnership
<813>	Affiliates	Doing Business As Company or Brand Designation
	Verizon New England Inc.	Verizon
	Verizon New England Inc.	Verizon
	Verizon New York Inc.	Verizon
	Verizon New Jersey Inc.	Verizon
	Verizon Pennsylvania LLC	Verizon
	Verizon North LLC	Verizon
	Verizon North LLC	Verizon
	Verizon North LLC	Verizon
	Verizon Maryland LLC	Verizon
	Verizon Virginia LLC	Verizon
	Verizon Delaware LLC	Verizon
	Verizon Washington D.C. Inc.	Verizon
	Verizon South Inc.	Verizon
	Verizon South Inc.	Verizon
	Verizon South Inc.	Verizon
	MCI Communications Services Inc.	Verizon
	RSA 7 Limited Partnership	Verizon Wireless
	Iowa 8 - Monona Limited Partnership	Verizon Wireless
	North Central RSA 2 of North Dakota Limited Partnership	Verizon Wireless
	Northwest Dakota Cellular of North Dakota Limited Partnership	Verizon Wireless
	North Dakota RSA No. 3 Limited Partnership	Verizon Wireless
	Badlands Cellular of North Dakota Limited Partnership	Verizon Wireless
	North Dakota 5 - Kidder Limited Partnership	Verizon Wireless



**Line 510 – Compliance with Service Quality Standards and  
Consumer Protection Rules**

47 C.F.R. § 54.313(a)(5) requires a high-cost support recipient to certify that it is complying with applicable service quality standards and consumer protection rules. The service quality standards and consumer protection rules applicable to Badlands Cellular of North Dakota Limited Partnership, SAC 389009, are embodied in the CTIA Consumer Code for Wireless Service (the “CTIA Consumer Code”). In satisfaction of 47 C.F.R. § 54.313(a)(5), Badlands Cellular of North Dakota Limited Partnership, SAC 389009, hereby certifies that it has complied and will continue to comply with the principles set forth in the CTIA Consumer Code.

**Line 610 – Functionality in Emergency Situations**

47 C.F.R. § 54.313(a)(6) requires a high-cost support recipient to certify that it is “able to function in emergency situations as set forth in § 54.202(a)(2).” Section 54.202(a)(2) requires that each eligible telecommunications carrier (“ETC”) applicant must “[d]emonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.”

Badlands Cellular of North Dakota Limited Partnership, SAC 389009, hereby certifies that it is able to function in emergency situations as set forth in § 54.202(a)(2). In support of this certification, Badlands Cellular of North Dakota Limited Partnership states that it has deployed sufficient power generators throughout its network and also has the capability to deploy temporary microwave facilities quickly to the extent necessary for Badlands Cellular of North Dakota Limited Partnership network to remain functional during emergencies. These generators and microwave facilities ensure that (1) a reasonable amount of back-up power will be available to ensure functionality without an external power source; (2) Badlands Cellular of North Dakota Limited Partnership will be able to reroute voice traffic around damaged facilities; and (3) Badlands Cellular of North Dakota Limited Partnership will be capable of managing spikes in voice traffic resulting from emergency situations.

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600 N. State of Franklin Rd.  
Suite 14  
Johnson City, TN 37604  
Phone: 423-202-9771  
linda.stevens@verizon.com

April 10, 2017

**Re: CY2016 Tribal Government Engagement – Annual Reporting Obligation Form 481,  
Line 900, Badlands Cellular of North Dakota Limited Partnership, SAC 389009**

Badlands Cellular of North Dakota Limited Partnership, SAC 389009, (the “Company”) has continued its program of Tribal Government Outreach in CY2016. This document memorializes the activities we have undertaken in fulfillment of the obligations that were established in the USF/ICC Transformation Order.

The Company provides wireless service on two federally recognized tribal lands in its Designated ETC Service Area. In June 2016, the Company sent a meeting request to the Standing Rock Sioux Tribe of North and South Dakota and Three Affiliated Tribes of the Fort Berthold Reservation, the only two federally recognized tribes where the Company is designated as an Eligible Telecommunications Carrier, encouraging a face-to-face meeting between our executives and their tribal leadership. In November 2016, the Company sent a second letter to their tribal leaders, following up on our offer to engage and encouraging participation from their tribes. Copies of all four letters are attached.

The Company did not receive any responses from the requests sent to the Three Affiliated Tribes of the Fort Berthold Reservation and, as a result, no meetings were held with them in 2016.

In January 2016, in response to the December 11, 2015 letter, the Company received an email from the Standing Rock Sioux Tribe of North and South Dakota, requesting a meeting. At the request of the Tribal Council, a conference call was held on July 18, 2016 and the summary of that call is attached. No additional meetings or calls were held with them in 2016.

All statements of fact contained herein are true, complete, and correct to the best of my knowledge, and are made in good faith.

A handwritten signature in cursive script that reads "Linda Stevens".

Linda Stevens  
Manager

**Attachments:**

- Initial CY2016 Tribal Engagement Letters – dated June 20, 2016
- Subsequent CY 2016 Tribal Engagement Letter (Three Affiliated Tribes of the Fort Berthold Reservation – dated November 29, 2016
- Summary of Conference Call held with Standing Rock Sioux Tribe of North and South Dakota – dated July 18, 2016

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8350 E. Crescent Pkwy Ste 200  
Greenwood Village, CO 80111

Phone: 303-694-8960  
Russell.preite@verizonwireless.com

June 20, 2016

Chairman Mark Fox  
Three Affiliated Tribes of the Fort Berthold Reservation  
404 Frontage Rd.  
New Town, ND 58763

Dear Chairman Miller:

As a part of Verizon Wireless' ongoing outreach to Native American tribal leaders, I would like to invite you and other senior tribal representatives to meet with an executive team from Verizon Wireless to review the services that Verizon Wireless offers and to address any matters that you would like to discuss. The following agenda should provide a framework to facilitate a useful and productive discussion:

- Current and Proposed Services
- Service Procurement and Sustainability
- Opportunities for Working Together
- Tribal Licensing Requirements

We would like to schedule a meeting with you next month at a location that is convenient for you and any other members of your tribal government that have an interest in participating in such a meeting. Please respond to Linda Stevens at: [linda.stevens@verizonwireless.com](mailto:linda.stevens@verizonwireless.com), or she can also be reached at 423-202-9771 to finalize a meeting location and date. We look forward to forging a meaningful and beneficial relationship with you and your members.

I also want to be sure that you and your members are aware that Verizon Wireless offers Lifeline and Link Up to qualified residents of federally recognized tribal lands where Verizon Wireless has been designated as an Eligible Telecommunications Carrier. Lifeline is a government assistance program implemented by the FCC and is available through local telephone companies and wireless companies, such as Verizon Wireless. Through this program, local service is available to qualified individuals and there is no charge for the monthly access. However, applicable taxes and surcharges would still apply. In addition, eligible tribal residents can also save up to \$40 on the activation cost of getting new wireless phone service through the Link Up program.

If you have a tribal member who is interested in the Lifeline program, they can download an application at [www.verizonwireless.com/lifeline](http://www.verizonwireless.com/lifeline) or contact Verizon Wireless at 1-800-417-3849 for more information.

We look forward to meeting you soon.

Sincerely,

Russ Preite  
Market President – North Central

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8350 E. Crescent Pkwy Ste 200  
Greenwood Village, CO 80111

Phone: 303-694-8960  
Russell.preite@verizonwireless.com

November 29, 2016

Chairman Mark Fox  
Three Affiliated Tribes of the Fort Berthold Reservation  
404 Frontage Rd.  
New Town, ND 58763

Dear Chairman Fox:

On June 20, 2016, I sent you a letter letting you know that an executive team from Verizon Wireless would like to meet with you and your tribal leaders to review the services that Verizon Wireless offers and to address any matters that you would like to discuss. Verizon Wireless would like to again extend the invitation to meet with you.

As I mentioned in my prior letter, we would recommend the following agenda as a framework to facilitate a useful and productive discussion:

- Current and Proposed Services
- Service Procurement and Sustainability
- Opportunities for Working Together
- Tribal Licensing Requirements

We would like to schedule a meeting with you at a location that is convenient for you and any other members of your tribal government that have an interest in participating in such a meeting. Please respond to Linda Stevens at: [linda.stevens@verizonwireless.com](mailto:linda.stevens@verizonwireless.com), or she can also be reached at 423-202-9771 to finalize a meeting location and date. We look forward to forging a meaningful and beneficial relationship with you and your members.

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We look forward to meeting you soon.

Sincerely,

Russ Preite  
Market President – North Central

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8350 E. Crescent Pkwy Ste 200  
Greenwood Village, CO 80111

Phone: 303-694-8960  
Russell.preite@verizonwireless.com

June 20, 2016

Chairman Dave Archambault II  
Standing Rock Sioux Tribe of North and South Dakota  
P.O. Box D  
Fort Yates, ND 58538

Dear Chairman Archambault:

As a part of Verizon Wireless' ongoing outreach to Native American tribal leaders, I would like to invite you and other senior tribal representatives to meet with an executive team from Verizon Wireless to review the services that Verizon Wireless offers and to address any matters that you would like to discuss related to Your reservation and tribal members in North Dakota. The following agenda should provide a framework to facilitate a useful and productive discussion:

- Current and Proposed Services
- Service Procurement and Sustainability
- Opportunities for Working Together
- Tribal Licensing Requirements

We would like to schedule a meeting with you next month at a location that is convenient for you and any other members of your tribal government that have an interest in participating in such a meeting. Please respond to Linda Stevens at: [linda.stevens@verizonwireless.com](mailto:linda.stevens@verizonwireless.com), or she can also be reached at 423-202-9771 to finalize a meeting location and date. We look forward to forging a meaningful and beneficial relationship with you and your members.

I also want to be sure that you and your members are aware that Verizon Wireless offers Lifeline and Link Up to qualified residents of federally recognized tribal lands where Verizon Wireless has been designated as an Eligible Telecommunications Carrier. Lifeline is a government assistance program implemented by the FCC and is available through local telephone companies and wireless companies, such as Verizon Wireless. Through this program, local service is available to qualified individuals and there is no charge for the monthly access. However, applicable taxes and surcharges would still apply. In addition, eligible tribal residents can also save up to \$40 on the activation cost of getting new wireless phone service through the Link Up program.

If you have a tribal member who is interested in the Lifeline program, they can download an application at [www.verizonwireless.com/lifeline](http://www.verizonwireless.com/lifeline) or contact Verizon Wireless at 1-800-417-3849 for more information.

We look forward to meeting you soon.

Sincerely,

Russ Preite  
Market President – North Central

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**Tribal Engagement Meeting, Verizon Wireless and Standing Rock Sioux Tribe**

**July 18, 2016**

**Attendees**

**Verizon Wireless:** Josh Belzer - Sr. Manager of Business Sales, Steve Olson and Chad Loecker - Sr. Managers of Network, Anita Hart and Shownein Torik - Partners - Sovereign Nations, Linda Stevens - Manager of Public Policy & Law

**Standing Rock Sioux Tribe:** Chairman Dave Archambault II, Vice-Chairman Jesse McLaughlin, General Manager of Standing Rock Telecom - Fred McLaughlin

At the request of the Standing Rock Tribal Council, this meeting was held as a conference call on July 18, 2016

Agenda Item	Discussion	Action
Licensing Requirements and opportunities for working together	Following introductions, SRST Chairman Dave Archambault stated that the reason they asked for the meeting was to discuss possibilities of some type of partnership with Verizon Wireless that would provide improved affordable and reliable wireless communications for the 18,000 members of the SRST. He stated that, with the assistance of tax credits and government grants, they had been able to develop their own cellular company on the reservation, but the single biggest challenge was keeping up with the technology changes. He added that their network has come a long way but that they are always looking to make it better. Discussion was held regarding several possibilities for partnering together, including co-locations, and/or roaming on each other's network. Chairman Archambault also indicated that SRT would be willing to consider selling their 17 cell sites to Verizon Wireless. In addition, discussion was held regarding the possibility of a co-location on the SRT site in the McIntosh area. Fred McLaughlin noted that VZW's 3rd party vendor, KGI Wireless, had also approached him about possibly co-locating on a second site. Mr. McLaughlin reported that he had halted those discussions until we could meet collectively. Discussion was held regarding possible co-locations and Mr. McLaughlin asked where the team would be interested in co-locating on the ND side of the reservation. Steve Olson replied that he would be able to provide a priority list for co-locations once he has a map and/or list of SRT sites. Mr. McLaughlin noted that he would forward that to VZW. Chairman Archambault added that once they have shared cell site location, we should come back together for a follow-up discussion.	The team committed to providing a priority list of desired co-locations once they receive the locations of the 17 cell sites. Also, VZW will provide SRT with the contact information for the Roaming group and the Business Development group. Mr. McLaughlin will resume discussions with KGI Wireless related to two cell sites where VZW has a desire to co-locate.
Service Procurement and Deployment	Linda Stevens asked if there were any particular services or questions related to specific offerings available through Verizon Wireless. There were no additional questions.	n/a until VZW and the Tribe continue discussions regarding co-location.
Current and Proposed Services	Linda Stevens reported that Lifeline service through VZW is available to those tribal members who reside on the ND side of the reservation.	n/a until VZW and the Tribe continue discussions regarding co-location.

**Line 1010 – Voice Services Rate Comparability**

47 C.F.R. § 54.313(a)(10) requires a high-cost support recipient to certify that “the pricing of [its] voice services is no more than two standard deviations above the applicable national average urban rate for voice service, as specified [by the Wireline Competition Bureau].” In Public Notice DA 17-167 in WC Docket No. 10-90, the Wireline Competition Bureau stated that the “reasonable comparability benchmark” is \$49.51. Thus, for purposes of the 2017 Form 481 filing, Section 54.313(a)(10) requires that each eligible telecommunications carrier must certify that its voice services are priced at no more than \$49.51. USAC’s Form 481, at line 1010, requires a descriptive document in support of this certification.

Badlands Cellular of North Dakota Limited Partnership, SAC 389009, hereby certifies that it meets the requirement set forth in § 54.313(a)(10). Most of the service offerings made available by Badlands Cellular of North Dakota Limited Partnership include mobility, text messaging services, data services, and other services such that they have many more features than landline voice-only service. Badlands Cellular of North Dakota Limited Partnership identifies the following voice plans that are currently available or were available in 2016 that closely resemble landline voice-only services and are priced under \$49.51, in support of Badlands Cellular of North Dakota Limited Partnership’s certification:

<b>Name of plan</b>	<b>Features</b>	<b>Price</b>
Single Basic Phone Plan	- unlimited talk - unlimited text - 500 MB of data*	\$30 per month
Basic Phone Prepaid Plan (no annual contract)	- unlimited talk - unlimited text (sent or received) within the U.S. - unlimited text to Mexico or Canada - unlimited Mobile Web*	\$30 per month
Basic Smartphone Prepaid Plan (no annual contract)	- unlimited talk - unlimited text (sent or received) within the U.S. - unlimited text to over 200 countries - 2 GB of data	\$40 per month

All plans include: long distance calling at no extra charge, voicemail, caller ID, 3-way calling, call forwarding, and no answer/busy transfer.

\*The Mobile Web feature for basic phones does not support full web browsing.

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**Lifeline/Link Up  
Customer Agreement  
and important information**



**Lifeline/Link Up  
Acuerdo con el cliente  
e información importante**



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L1CUSTAGREE071811



D I S 9 0 0 5 7 B 1

### Important information for Lifeline subscribers

The Verizon Wireless Customer Agreement contains information on some features and services that are not available on the Verizon Wireless Lifeline Plans. If you have any questions regarding the included Lifeline Plan features and services, please contact the Lifeline Customer Service Team at 1.800.417.3849.

#### My Verizon Wireless Customer Agreement

Thanks for choosing Verizon Wireless. In this Customer Agreement, you'll find important information about your Service, including our ability to make changes to your Service or this agreement's terms, our liability if things don't work as planned and how any disputes between us must be resolved in arbitration or small claims court. If you're signing up for Service for a minimum contract term, you'll also find information about that contract term and what happens if you cancel a line of Service early or don't pay on time, including the possibility of an early termination fee you may owe Verizon Wireless.

#### My Service

Your Service terms and conditions are part of this agreement. Your Plan includes your monthly allowances and features, where you can use them (your "Coverage Area"), and their monthly and pay-per-use charges. The terms and conditions for your Service can be found in the brochures that are available when you activate, or online at [VerizonWireless.com/Lifeline](http://VerizonWireless.com/Lifeline)

#### How do I accept this agreement?

You accept this agreement by:

- Agreeing in writing, by email, over the phone, or in person;
- Opening a package that says you are accepting by opening it; or
- Activating your Service.

When you accept, you're representing that you are at least 18 years old and are legally able to accept an agreement. By accepting, you are agreeing to every provision of this Agreement whether or not you have read it.

If you do accept, you can cancel a line of Service within 14 days of accepting this Agreement without having to pay

an early termination fee as long as you return, within the applicable return period, any equipment you purchased from us at a discount in connection with your acceptance of this Agreement, but you'll still have to pay for your Service through that date. Returning your merchandise does not automatically terminate your service. You must call 1.800.417.3849 to cancel service. If you change your device or receive a Service promotion, you may be required to change your Plan to one that we are currently offering at that time.

#### My privacy

We collect personal information about you. We gather some information through our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of our telecommunications services. You can find out how we use, store and protect the information we collect about you in our Privacy Policy, available at [Verizon.com/Privacy](http://Verizon.com/Privacy). By entering this Agreement, you consent to our data collection, use and sharing practices described in our Privacy Policy. We provide you with choices to limit, in certain circumstances, our use of the data we have about you. You can review these choices at [Verizon.com/Privacy#Limits](http://Verizon.com/Privacy#Limits). If there are additional specific advertising and marketing practices for which your consent is necessary, we will seek your consent (such as through the privacy-related notices you receive when you purchase or use our products and services) before engaging in those practices. If you subscribe to Service for which usage charges are billed at the end of the billing period ("Postpay Service"), we may investigate your credit history at any time and share credit information about you with credit reporting agencies and other Verizon companies. If you'd like the name and address of any credit agency that gives us a credit report about you, just ask.

Many services and applications offered through your device may be provided by third parties. Some of these services and applications, which you may block or restrict at no cost, may involve charges for which you will be billed. The amount and frequency of the charges will be disclosed when you agree to the charges. Before you use, link to or download a service or application provided by a third

party, you should review the terms of such service or application and applicable privacy policy. Personal information you submit may be read, collected or used by the service or application provider and/or other users of those forums. Verizon Wireless is not responsible for any third-party information, content, applications or services you access, download or use on your device. You are responsible for maintaining virus and other internet security protections when accessing these third-party products or services. For additional information, visit the Verizon Content Policy at [Responsibility.Verizon.com/contentpolicy](http://Responsibility.Verizon.com/contentpolicy). You consent to allow Verizon Wireless and anyone who collects on our behalf to contact you about your account status, including past due or current charges, using prerecorded calls, email and calls or messages delivered by an automatic telephone dialing system to any wireless phone number or email address you provide. Verizon Wireless will treat any email address you provide as your private email that is not accessible by unauthorized third parties. Unless you notify us that your wireless service is based in a different time zone, calls will be made to your cellular device during permitted calling hours based upon the time zone affiliated with the mobile telephone number you provide.

#### What happens if my postpay service is canceled before the end of my contract term?

When you sign up for Lifeline Service, you're agreeing to subscribe to a line of Service either on a month-to-month basis or for a minimum contract term, as shown on your receipt or order confirmation. (If your Service is suspended without billing, that time doesn't count toward completing your contract term.) Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis for that line of Service. If you cancel a line of Service, or if we cancel it for good cause, during its contract term, you may have to pay an early termination fee. Your early termination fee will be \$175 minus \$5 for each full month of your contract term that you complete. Cancellations will become effective on the last day of that month's billing cycle, and you are responsible for all charges incurred until then.

**Can I take my wireless phone number to another carrier?**  
You may be able to take, or "port," your wireless phone number to another carrier. If you port a number from us, we'll treat it as though you asked us to cancel your Service for that number. After the porting is completed, you won't be able to use our service for that number, but you'll remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation. If you port a number to us, please be aware that we may not be able to provide some services right away, such as 911 location services. You don't have any rights to your wireless phone number, except for any right you may have to port it.

#### Directory information

We will not publish your wireless phone number in any available directory or give it to anyone for that purpose, unless you ask us to.

#### Can I have someone else manage my postpay account?

No problem — just tell us by phone, in person, or in writing. You can appoint someone to manage your Postpay account for a single transaction, or until you tell us otherwise. The person you appoint will be able to make changes to your account, including adding new lines of Service, buying new wireless devices, and extending your contract term. Any changes that person makes will be treated as modifications to this agreement.

#### Can Verizon Wireless change this agreement or my service?

We may change prices or any other term of your Service or this agreement at any time, but we'll provide notice first, including written notice if you have Postpay Service. If you use your Service after the change takes effect, that means you're accepting the change. If you're a Postpay customer and a change to your Plan or this agreement has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee if we fail to negate the change after you notify us of your objection to it.

#### My wireless device

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on our network, and be compatible with your Service. Please be aware that we may

change your wireless device's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use your wireless device. If you bought a wireless device from Verizon Wireless and you want to reprogram it for use with another wireless network, the default programming code is set to "000000" or "123456." But please note that your wireless device may not work with another wireless network, or the other wireless carrier may not accept your wireless device on its network.

**Where and how does Verizon Wireless service work?**  
Wireless devices use radio transmissions, so unfortunately you can't get Service if your device isn't in range of a transmission signal. And please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather.

**What charges are set by Verizon Wireless?**  
You agree to pay all access, usage and other charges that you or the user of your wireless device incurred. For Lifeline Service, our charges also include Administrative Charges, and we may also include other charges related to our governmental costs. We set these charges; they aren't taxes, they aren't required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts and what they pay for may change.

**Government taxes, fees and surcharges**  
You must pay all taxes, fees and surcharges set by federal, state and local governments. Please note that we may not always be able to notify you in advance of changes to these charges.

**What are roaming charges?**  
You're "roaming" whenever your wireless device uses a transmission site outside your Coverage Area or uses another company's transmission site. Sometimes roaming happens even when you're within your Coverage Area. There may be higher rates and extra charges (including charges for long distance, tolls or calls that don't connect) for roaming calls, depending on your Plan.

**How does Verizon Wireless calculate my charges?**

For charges based on the amount of time used, we'll round up any fraction to the next full minute. For outgoing calls, usage time starts when you first press. Send or the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press End or after the call disconnects. For calls made on our network, we charge only for calls that are answered, including by machines. For Postpay Service, usage cannot always be processed right away and may be included in a later bill, but the usage will still count towards your allowance for the month when the Service was used.

**How and when can I dispute charges?**  
If you're a Postpay customer, you can dispute your bill within 180 days of receiving it, but unless otherwise provided by law or unless you're disputing charges because your wireless device was lost or stolen, you still have to pay all charges until the dispute is resolved. **YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL, OR ANY SERVICE(S) FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL, OR SEND US A COMPLETED NOTICE OF DISPUTE FORM (AVAILABLE AT VERIZONWIRELESS.COM) WITHIN THE 180-DAY PERIOD MENTIONED ABOVE. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 180-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL, OR SUCH SERVICE(S) AND TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING ANY SUCH DISPUTE.**

**What are my rights for dropped calls or interrupted service?**  
If you drop a call in your Coverage Area, redial, if it's answered within 5 minutes, call us within 90 days if you're a Postpay customer, and we'll give you a 1-minute airtime credit. If you're a Postpay customer and you lose Service in your Coverage Area for more than 24 hours in a row and we're at fault, call us within 180 days and we'll give you a credit for

the time lost. Please be aware that these are your only rights for dropped calls or interrupted Service.

**About my payments**

If you're a Postpay customer and we don't get your payment on time, we will charge you a late fee of up to 1.5 percent per month (18 percent per year) on the unpaid balance, or a flat \$5 per month, whichever is greater, if allowed by law in the state of your billing address. (If you choose another company to bill you for our Service [such as another Verizon company], late fees are set by that company or by its tariffs and may be higher than our late fees.) Late Fees are part of the rates and charges you agree to pay us. If you fail to pay on time and Verizon Wireless 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. We may require a deposit at the time of activation or afterward, or an increased deposit. We'll pay simple interest on any deposit at the rate the law requires. We may apply deposits or payments in any order to any amounts you owe us on any account. If your final credit balance is less than \$1, we will refund it only if you ask. You may have to pay a \$35 fee to re-activate Service if your Service is terminated, or a \$15 fee to reconnect Service if it is interrupted for non-payment or suspended for any reason. We may charge you up to \$25 for any returned check.

**What if my wireless device gets lost or stolen?**

We're here to help. It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If you're a Postpay customer and your wireless device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If we haven't given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for 30

days or until you replace or recover your wireless device, whichever comes first.

**What are Verizon Wireless' rights to limit or end service or end this agreement?**

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any US governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; or, if you're a Postpay customer: (f) do not pay your bill on time; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify; or (i) are unable to pay us or go bankrupt; or (2) if you, any user of your device or any line of service on your account, or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason.

**Disclaimer of Warranties**

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not warrant that your wireless device will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity. If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, may work differently than services offered by us, or may not

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CONTAINS REDACTIONS

work at all. Please review all terms and conditions of such third-party products. Please be aware that, if you activated your wireless device through our Open Development program, we can't vouch for the device's call quality or overall functionality.

**Waivers and Limitations of Liability**  
You and Verizon Wireless both agree to limit claims against each other for damages or other monetary relief to direct damages. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to get any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God. You also agree we aren't liable for missed or deleted voice mails or other messages, or for any information (like pictures) that gets lost or deleted if we work on your device. If another wireless carrier is involved in any problem (for example, while you're roaming), you also agree to any limitations of liability that it imposes.

**HOW DO I RESOLVE DISPUTES WITH VERIZON WIRELESS?**  
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 WIRELESS BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE'S 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:  
(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 AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

(2) UNLESS YOU AND VERIZON WIRELESS AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") 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 WIA 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.AAORG), THE BBB (WWW.BBB.ORG), OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE.

(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT. THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY

SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT.

(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 WIRELESS SHOULD BE SENT TO VERIZON WIRELESS 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. WE'LL 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 WIRELESS WILL PAY THE FEE DIRECTLY TO THE AAA OR THE 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).

(5) WE ALSO OFFER 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 THESE DISPUTE RESOLUTION PROCEDURES. IN OUR VOLUNTARY MEDIATION PROGRAM, WE WILL ASSIGN AN EMPLOYEE WHO'S 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'D LIKE TO KNOW MORE, PLEASE CONTACT US AT VERIZONWIRELESS.COM OR THROUGH CUSTOMER SERVICE. IF YOU'D LIKE TO START THE MEDIATION PROCESS, PLEASE GO TO VERIZONWIRELESS.COM OR CALL CUSTOMER SERVICE FOR A NOTICE OF DISPUTE FORM TO FILL OUT, AND MAIL, FAX OR EMAIL IT TO US ACCORDING TO THE DIRECTIONS ON THE FORM.

(6) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANY TIME 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 DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARD YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER AND THE ARBITRATOR AWARD YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARD YOU MORE THAN \$5,000, THEN WE WILL PAY YOU THAT AMOUNT.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE. IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF. (8) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED, THEN THE

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**CASO DE LITIGIO, ESTE PARRACO  
PUEDE SER PRESENTADO PARA  
MOSTRAR EL CONSENTIMIENTO  
POR ESCRITO A UN JUICIO POR EL  
TRIBUNAL.**

**Acuerda de este acuerdo**

Si no hacemos valer nuestros derechos conforme a este acuerdo en una ocasión, ello no implica que no vayamos a hacerlo si no podemos hacerlo en cualquier otra ocasión. Usted no puede ceder este acuerdo ni sus derechos u obligaciones que se estipulan en el mismo sin nuestro permiso. No obstante, nosotros podremos ceder este acuerdo o cualquier deuda que tenga con nosotros sin tener que notificarla. Por favor, tenga en cuenta que muchos de los avisos que le enviarnos aparecerán como mensajes en su factura mensual. Si tiene facturación por Internet, se entenderá que recibió dichos avisos desde el momento en que su factura por Internet esté disponible para verla. Si recibe sus facturas en papel, dichos avisos se considerarán recibidos por usted, una vez hayan transcurrido tres días desde que le enviarnos la factura por correo. Si le enviarnos otros avisos o notificaciones, se considerarán recibidos inmediatamente si se los enviamos a su aparato móvil, o a cualquier correo electrónico o número de fax que nos haya suministrado, o después de tres días si se los enviamos por correo a su dirección de facturación. Si necesita enmiendas notificaciones, por favor, envíelas a la dirección de servicio al cliente que aparece en su última factura.

Si alguna parte de este acuerdo, incluyendo cualquier disposición sobre el proceso de arbitraje (excepto la prohibición contra arbitrajes colectivos como se explica en la parte 8 de la sección anterior sobre resolución de disputas), resultara inválida, esa parte puede ser suprimida de este acuerdo.

Este acuerdo y los documentos que incorporan constituyen el acuerdo completo entre usted y nosotros. Usted no puede basarse en ningún otro documento o declaración sobre dichos asuntos presentados por los representantes de ventas o servicio al cliente, y no tiene otros derechos con respecto al Servicio o a este acuerdo. Este acuerdo no es en beneficio de ningún tercero, excepto muestras comparativas, májulas, afiliadas, subdistribuidoras, agentes, predecesores y sucesores participantes. Excepto en la medida que hoyamos acordado de otra manera en este acuerdo, este acuerdo y las disputas contempladas en el mismo se rigen por las leyes federales y las leyes del estado que comprenda el código de área asignado a su número de teléfono móvil cuando aceptó este acuerdo, independientemente de la regulación sobre conflicto de leyes de dicho estado.

**Información importante**

- Los servicios descritos en este folleto están sujetos a los siguientes términos y condiciones como corresponda.
- No se le cobrará un depósito de servicio para iniciar Litelife. Sin embargo, se le podría requerir que ponga su cuenta al día si incurra en cargos considerablemente en exceso de su acceso mensual. Si su cuenta no está al día puede que se suspenda o cambie su servicio.
- La facturación, envío y dirección del usuario final deben estar dentro de un área donde Verizon Wireless esté autorizado y provea servicio.
- Para bloquear el acceso a ciertos contenidos o servicios, llame al servicio al cliente o visite [verizonwireless.com/verizon](http://verizonwireless.com/verizon), donde puede bloquear a usuarios en su cuenta para que no puedan usar o hacer compras en Games, Media Center (Centro Multimedia), el servicio de Internet móvil Mobile Web y aplicaciones y servicios terceros.
- Quando llame a alguien, en ese teléfono puede aparecer su nombre y número de teléfono móvil. Si desea bloquear este identificador de llamadas, marque \*67 antes de cada llamada, o solicite el bloqueo de llamadas por cada línea (para desbloquear, solo marque \*82 donde esté disponible. No puede bloquear el identificador de llamadas para algunos números a los que pueda llamar, tales como los números sin cargos de conexión).
- Al programar y escuchar sus mensajes de voz desde su teléfono móvil, su cuenta será facturada a las tarifas regulares del plan, como si hiciera una llamada normal.

agreement. This agreement isn't for the benefit of any third party except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

**Important information**

The services described in this brochure are subject to the following terms and conditions, as applicable.

- You will not be charged a service deposit to initiate Litelife. However, you may be required to bring your account current if you incur charges materially in excess of your monthly access. Failure to bring your account current may result in a suspension or termination of your service.
- Billing, shipping and end-user address must be within a Lifeline service area where Verizon Wireless is licensed and provides service.
- To block access to certain content or services, call Customer Service or visit [VerizonWireless.com/MyVerizon](http://VerizonWireless.com/MyVerizon), where you can block users on your account from using or making purchases in Games, Media Center, Mobile Web and third-party applications and services.
- When you call someone, his or her phone may show your name and wireless phone number. If you want to block this Caller ID, dial \*67 before each call, or order per-line call blocking (just dial \*82 to unblock) where available. You can't block Caller ID for some of the numbers you may call, such as toll-free numbers.
- When you set up and listen to your Voice Mail from your wireless phone, your account will be billed at regular plan rates, just as if you were making a regular call.

**AGREEMENT TO ARBITRATE WILL NOT APPLY.**

(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON WIRELESS AGREE THAT THERE WILL NOT BE A JURY TRIAL YOU AND VERIZON WIRELESS UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**About this agreement**

If we don't enforce our rights under this agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. You cannot assign this agreement or any of your rights or duties under it without our permission. However, we may assign this agreement or any debt you owe us without notifying you. Please note that many notices we send to you will show up as messages on your monthly bill. If you have online billing, those notices will be deemed received by you when your online bill is available for viewing; if you get a paper bill, those notices will be deemed received by you three days after we mail the bill to you. If we send other notices to you, they will be considered received immediately if we send them to your wireless device, or to any email address if we mail them to your billing us, please send them to the customer service address on your latest bill.

If any part of this agreement, including anything regarding the arbitration process (except for the prohibition on class arbitrations as explained in part 8 of the dispute resolution section above), is ruled invalid, that part may be removed from this agreement. This agreement incorporates the entire agreement between us. You can't rely on any other documents, or on what's said by any Sales or Customer Service Representatives, and you have no other rights regarding Service or this

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CONTAINS REDACTIONS

punitivos de la otra parte. Esta limitación y  
ejecución también aplica si usted interpone  
una demanda contra uno de nuestros  
proveedores, hasta el punto de que se nos  
exigiera indemnizar al proveedor por la  
demanda. Usted acepta que no somos  
responsables por los problemas ocasionados  
por usted u otras personas, o por cualquier  
causa de fuerza mayor. Usted también acepta  
que no somos responsables por los mensajes  
de voz u otros mensajes perdidos o borrados,  
o por cualquier información (como fotos) que  
se pierda o se borre mientras trabajamos en  
su aparato. Si otra compañía de telefonía móvil  
resulta involucrada en cualquier problema (por  
ejemplo, mientras está usted en roaming),  
usted también acepta cualquier limitación de  
responsabilidad que se imponga.

**¿CÓMO RESUELVEN LAS DISPUTAS  
CON VERIZON WIRELESS?  
CONFIAMOS EN QUE ESTARÁ  
SATISFECHO CON NUESTROS  
SERVICIOS, PERO SI EXISTE ALGUN  
PROBLEMA QUE NECESITE SER  
RESUELTO, EN ESTA SECCIÓN SE  
EXPLICAN LAS EXPECTATIVAS  
MÚLTIPLES AL RESPECTO.**

USTED Y VERIZON WIRELESS  
ACUERDAN RESOLVER SUS DISPUTAS  
SOLO POR ARBITRAJE O EN UN  
TRIBUNAL PARA DEMANDAS DE  
MENOR CUANTÍA. EL ARBITRAJE NO  
INCLUYE LA PARTICIPACIÓN DE UN  
JUEZ O JURADO Y LOS PROCESOS  
PODRÍAN DIFERIR, PERO UN ARBITRO  
PUEDE OTORGARLE A USTED  
LAS MISMAS INDEMNIZACIONES  
Y EL MISMO RESARCIMIENTO,  
Y DEBE ACEPTAR LOS MISMOS  
TERMINOS DE ESTE ACUERDO,  
COMO LO HARÍA UN TRIBUNAL. SI  
LA LEY PERMITE HONORARIOS DE  
ABOGADO, UN ARBITRO TAMBIEN  
PUEDE OTORGARLOS, ASIMISMO,  
ACORDAMOS QUE:

(1) ESTE ACUERDO SE RIGE POR  
LA LEY FEDERAL DE ARBITRAJE,  
EXCEPTO LOS CASOS DEL TRIBUNAL  
DE DEMANDAS DE MENOR CUANTÍA  
QUE CALIFIQUEN, TODA DISPUTA  
QUE DE CUALQUIER MANERA,  
ESTÉ BELACIONADA CON O SURTA  
DEL PRESENTE ACUERDO O DE  
CUALQUIER EQUIPO, PRODUCTO  
Y SERVICIO QUE LE PRESTEMOS  
(O DE CUALQUIER PUBLICIDAD DE  
DICHO PRODUCTO O SERVICIO).  
SERÁ RESUELTA POR UNO O MÁS  
ARBITROS IMPARCIALES ANTE  
LA ASOCIACION AMERICANA DE  
ARBITRAJE (AMERICAN ARBITRATION  
ASSOCIATION, "AAA") O EL BETTER  
BUSINESS BUREAU ("BBB"), ASIMISMO,

USTED PUEDE PRESENTAR A  
CONSIDERACIÓN DE LAS AGENCIAS  
GOBIERNAMENTALES FEDERALES,  
ESTATALES O LOCALES CUALQUIER  
PROBLEMA QUE USTED PUEDA TENER  
Y ESTAS AGENCIAS PUEDEN, SI LA  
LEY LO PERMITE, RECLAMARNOS EL  
RESARCIMIENTO EN SU NOMBRE.

(2) A MENOS QUE USTED Y  
VERIZON WIRELESS ACEPTEN LO  
CONTRARIO, EL ARBITRAJE SE  
REALIZARÁ EN EL CONDADO DE SU  
DIRECCIÓN DE FACTURACIÓN PARA  
DEMANDAS MAYORES DE \$10,000,  
SE APLICARÁN LAS NORMAS DE  
ARBITRAJE PARA LA INDUSTRIA DE  
TELEFONÍA MÓVIL ("VIA") DE LA  
AAA, ACORDAMOS QUE EN DICHS  
CASOS, EL PERDEDOR PUEDE APELAR  
A UN ÓRGANO COLIGADO DE  
TRES NUEVOS ARBITROS PARA QUE  
REVISE LA DECISIÓN. EN DEMANDAS  
MENORES DE \$10,000, LA PARTE  
RECLAMANTE PUEDE ELEGIR LAS  
NORMAS DE ARBITRAJE PARA LA  
INDUSTRIA DE TELEFONÍA MÓVIL  
DE LA AAA O LAS NORMAS DEL BBB  
PARA ARBITRAJE VINCULANTE, O  
BIEN PUEDE ENTABLAR UNA ACCIÓN  
INDIVIDUAL EN UN TRIBUNAL DE  
DEMANDAS DE MENOR CUANTÍA.  
PUEDE OBTENER INFORMACIÓN  
SOBRE PROCEDIMIENTOS, REGLAS  
Y CARGOS DE LA AAA (WWW.AADR.  
ORG), DEL BBB (WWW.BBB.ORG)  
O DE NOSOTROS, EN DEMANDAS  
MENORES DE \$10,000, PUEDE ELEGIR  
QUE EL ARBITRAJE SE LLEVE A CABO  
BASÁNDOSE SOLO EN DOCUMENTOS  
ENVIADOS AL ARBITRO O EN UNA  
AUDIENCIA EN PERSONA O POR  
TELÉFONO.

(3) ESTE ACUERDO NO PERMITE  
ARBITRAJES COLECTIVOS AUN  
CUANDO LOS PROCEDIMIENTOS  
O REGULACIONES DE LA AAA O EL  
BBB LO PERMITIERAN, A PESAR DE  
CUALQUIER OTRA DISPOSICIÓN DE  
ESTE ACUERDO, EL ARBITRO PODRÁ  
OTORGAR UNA COMPENSACIÓN  
MONETARIA O POR MANDATO  
JUDICIAL, SOLO A FAVOR DE LA PARTE  
QUE PIDE EL RESARCIMIENTO Y SOLO  
HASTA DONDE SEA NECESARIO PARA  
PROPORCIONAR LA COMPENSACIÓN  
EXIGIDA POR LA RECLAMACIÓN  
INDIVIDUAL DE ESA PARTE.  
NINGUNA DEMANDA COLECTIVA,  
REPRESENTANTE, NI TEORÍA DE LA  
DEMANDA COLECTIVA RELATIVA A  
LA RESPONSABILIDAD O PETICIÓN,  
PODRÍA MANTENERSE EN NINGUN  
ARBITRAJE BAJO ESTE ACUERDO.  
(4) SI ALGUNO DE NOSOTROS TIENE

LA INTENCIÓN DE ADELANTAR UN  
ARBITRAJE CONFORME A ESTE  
ACUERDO, LA PARTE QUE SOLICITA EL  
ARBITRAJE DEBE NOTIFICAR PRIMERO  
A LA OTRA PARTE DE LA DISPUTA POR  
ESCRITO POR LO MENOS 30 DÍAS  
ANTES DE INICIAR EL ARBITRAJE. EL  
AVISO A VERIZON WIRELESS DEBE  
SER ENVIADO A VERIZON WIRELESS  
DISPUTE RESOLUTION MANAGER,  
ONE VERIZON WAY, VC52N051,  
BASKING RIDGE, NJ 07920. EL AVISO  
DEBE DESCRIBIR LA NATURALEZA DE  
LA DEMANDA Y LA COMPENSACIÓN  
QUE BUSCA. SI NO SOMOS CAPACES  
DE RESOLVER NUESTRA DISPUTA  
DENTRO DE 30 DÍAS, CUALQUIERA  
DE LAS PARTES PUEDE ENTONCES  
PROCEDER A PRESENTAR

UNA DEMANDA DE ARBITRAJE.  
PAGAREMOS CUALQUIER CARGO DE  
REPRESENTACIÓN QUE LA AAA O  
BBB LE COBRA POR EL ARBITRAJE  
DE LA DISPUTA. SI USTED NOS  
PROPORCIONA UN AVISO FIRMADO  
POR ESCRITO DE QUE NO PUEDE  
PAGAR EL CARGO, VERIZON WIRELESS  
PAGARÁ EL CARGO DIRECTAMENTE  
A LA AAA O BBB. SI EL ARBITRAJE  
PROCEDE, TAMBIEN PAGAREMOS  
LOS CARGOS ADMINISTRATIVOS Y  
LOS DEL ARBITRO QUE SE COBRAN  
POSTERIORMENTE, ASÍ COMO  
CUALQUIER APELACIÓN A UN PANEL  
DE TRES ARBITROS NUEVOS (SI EL  
LAUDO ARBITRAL ES APELABLE  
CONFORME A ESTE ACUERDO).

(5) TAMBIEN OFRECEMOS A LOS  
CLIENTES LA OPCIÓN DE PARTICIPAR  
EN UN PROGRAMA INTENSO GRATUITO  
DE MEDIACIÓN. ESTE PROGRAMA  
ES TOTALMENTE VOLUNTARIO Y NO  
AFECTA LOS DERECHOS DE NINGUNA  
DE LAS PARTES EN NINGUN ASPECTO  
DE ESTOS PROCEDIMIENTOS DE  
RESOLUCIÓN DE DISPUTAS. EN  
NUESTRO PROGRAMA VOLUNTARIO  
DE MEDIACIÓN, ASIGNAREMOS  
A UN EMPLEADO QUE NO ESTE  
DIRECTAMENTE IMPLICADO EN LA  
DISPUTA PARA QUE AYUDE A AMBAS  
PARTES A LLEGAR A UN ACUERDO.  
ESTA PERSONA TENDRÁ TODOS  
LOS DERECHOS Y PRIVILEGIOS  
DE UN MEDIADOR Y EL PROCESO  
TENDRÁ TODOS LOS PRIVILEGIOS  
ASOCIADOS CON UNA MEDIACIÓN.  
POR EJEMPLO, NADA DE LO QUE  
SE DIGA EN LA MEDIACIÓN PODRÁ  
SER USADO EN UN ARBITRAJE O  
DEMANDA POSTERIOR. SI DESSEA  
MÁS INFORMACIÓN, POR FAVOR,  
COMUNIQUESE CON NOSOTROS EN  
VERIZONWIRELESS.COM/ESPANOL O

A TRAVÉS DEL SERVICIO AL CLIENTE.  
SI DESHA INICIAR EL PROCESO DE  
MEDIACIÓN, POR FAVOR, VISITE  
VERIZONWIRELESS.COM/ESPANOL O  
LLAME AL SERVICIO AL CLIENTE PARA  
SOLICITAR UN FORMALARIO DE AVISO  
DE IMPUGNACIÓN QUE HARRÁ DE  
LLENAR Y ENVIARNOS POR CORREO,  
FAX O EMAIL DE ACUERDO CON LAS  
INSTRUCCIONES QUE APARECEN EN  
EL FORMALARIO.

(6) PODRÍAMOS OFRECER, PERO NO  
ESTAMOS OBLIGADOS A OFRECERLA,  
UNA RESOLUCIÓN POR ESCRITO EN  
CUALQUIER MOMENTO ANTES DE  
QUE COMIENCE EL ARBITRAJE. EL  
MONTO O TERMINOS DE CUALQUIER  
OFERTA DE RESOLUCIÓN NO PUEDEN  
REVELARSE AL ARBITRO HASTA  
DESPUES DE QUE EL ARBITRO DICTE  
EL MONTO DE LA DEMANDA. SI NO  
ACEPTA LA OFERTA Y EL ARBITRO  
DICTA UN LAUDO A SU FAVOR POR UN  
MONTO SUPERIOR AL DE NUESTRA  
OFERTA PERO INFERIOR A \$5,000, O  
SI NO LE HACEMOS UNA OFERTA Y  
EL ARBITRO LE DECETA CUALQUIER  
MONTO PERO INFERIOR A \$5,000,  
ENTONCES CONVENIREMOS  
EN PAGARLE \$5,000 EN LUGAR  
DEL MONTO DECRETADO POR EL  
ARBITRO. EN TAL CASO TAMBIEN  
ACEPTAMOS PAGAR HONORARIOS Y  
GASTOS RAZONABLES DE ABOGADO,  
INDEPENDIENTEMENTE DE SI LA LEY  
LO EXIGE EN SU CASO. SI EL ARBITRO  
LE OTORGA UNA CANTIDAD SUPERIOR  
A \$5,000, ENTONCES LE PAGAREMOS  
DICHA CANTIDAD.

(7) EL LAUDO ARBITRAL Y CUALQUIER  
FALLO QUE LO CONFIRME SOLO  
APLICA A ESE CASO EN PARTICULAR,  
NO PUDIENDO USARSE EN NINGUN  
OTRO CASO SALVO EN LA EJECUCIÓN  
DEL LAUDO MISMO.

(8) SI POR CUALQUIER MOTIVO  
LA PROHIBICIÓN DEL ARBITRAJE  
COLECTIVO ESTABLECIDA EN  
LA SUBSECCIÓN (3) NO PUEDE  
EJECUTARSE, ENTONCES NO SE  
APLICARÁ EL ACUERDO DE ARBITRAJE.  
(9) SI POR CUALQUIER MOTIVO UNA  
RECLAMACIÓN PROCEDE ANTE UN  
TRIBUNAL, EN VEZ DE POR ARBITRAJE,  
USTED Y VERIZON WIRELESS  
RENUNCIAN AL JUICIO CON JURADO.  
USTED Y VERIZON WIRELESS  
RENUNCIAN INCONDICIONALMENTE  
A CUALQUIER DERECHO A UN  
JUICIO CON JURADO EN CUALQUIER  
ACCIÓN, PROCEDIMIENTO O  
CONTRADEMANDA QUE SURTA O  
QUE ESTÉ RELACIONADA DE ALGUNA  
MANERA CON ESTE ACUERDO. EN

PUBLIC VERSION  
CONTAINS REDACTIONS

funciona con otra red de telefonía móvil, o que la otra compañía de telefonía móvil no acepte su aparato móvil en su red.

**¿Dónde y cómo funciona el servicio de Verizon Wireless?**

Los aparatos móviles usan transmisores de radio, por lo que desafortunadamente no podrá recibir el Servicio cuando su teléfono no esté dentro del alcance de una señal de transmisión. Y por favor, tenga en cuenta que aún dentro de su Área de Cobertura hay muchos factores que pueden afectar la disponibilidad y calidad de su Servicio, incluyendo la capacidad de la red, su aparato, el terreno, los edificios, la vegetación y el clima.

**¿Cuáles son los cargos que fija Verizon Wireless?**

Usted se compromete a pagar todos los cargos de acceso, uso y de otro tipo en que usted o el usuario de su aparato móvil incurran. Para el Servicio de LÍNEA, nuestros cargos también incluyen cargos administrativos, y podemos también incluir otros relacionados con nuestros costos gubernamentales. No todos fijamos estos cargos, que no son impuestos, no los requiere la ley, ni están necesariamente relacionados con una acción del gobierno, los retenemos en su totalidad o en parte, y sus cantidades y lo que cubren podrían cambiar.

**Impuestos, cargos y recargos gubernamentales.**

Usted debe pagar todos los impuestos, cargos y recargos establecidos por los gobiernos federal, estatal y local. Por favor, tenga en cuenta que nosotros no siempre podemos notificarte por adelantado las modificaciones efectuadas en estos cargos.

**¿Qué son los cargos por roaming?**

Usted está en "roaming" cuando su aparato móvil usa una torre de transmisión fuera de su Área de Cobertura o usa una torre de transmisión de otra compañía. A veces el roaming tiene lugar incluso cuando usted está en su Área de Cobertura. Pueden existir tarifas más altas y cargos adicionales (incluyendo cargos por larga distancia, conexión o por llamadas que no se conectan) para llamadas en roaming, dependiendo de su Plan.

**¿Cómo calcula Verizon Wireless mis cargos?**

Para cargos basados en la cantidad de tiempo usado, recordaremos cualquier fracción al siguiente minuto entero. En las llamadas salientes, el tiempo de uso comienza al oír el primer tono de llamada. En las llamadas entrantes, cuando la llamada se conecta a una red (que puede ser antes de que suene el teléfono). El tiempo de uso puede terminar varios segundos después de oír el primer tono de que la llamada se desconecta. Para las llamadas hechas en nuestra red, solo cobramos las que sean contestadas, lo que

incluye las contestadas por máquinas. Para el Servicio de Pospaño, el uso no siempre puede procesarse enseguida y puede incluirse en una factura posterior, pero en cualquier caso, el uso cuenta para su asignación del mes en que el Servicio se usó.

**¿Cómo y cuándo puedo impugnar cargos?**

Si usted es cliente del Servicio de Pospaño, puede impugnar su factura dentro de los 180 días siguientes a la fecha en la cual la recibió, pero a menos que lo estabamos la ley de otro modo o salvo que impugne cargos por la pérdida o robo de su aparato móvil, usted tiene en cualquier caso que pagar todos los cargos hasta que se resuelva la impugnación.

**¿USTED PUEDE LLAMARNOS PARA IMPUGNAR CARGOS EN SU FACTURA O POR CUALQUIER SERVICIO O SERVICIOS POR LOS CUALES SE LE HAYA FACTURADO, PERO SI DESEA CONSERVAR SU DERECHO A ENTABLAR UN ARBITRAJE O CASO EN EL TRIBUNAL DE DEMANDAS DE MENOR CANTÍA RESPECTO A DICHA IMPUGNACION, DEBERA ESCRIBIRNOS A LA DIRECCION DE SERVICIO AL CLIENTE QUE APARECE EN SU FACTURA O ENVIARNOS UN FORMULARIO DE AVISO DE IMPUGNACION DISPONIBLE EN VERIZONWIRELESS.COM/ESPAÑOL.**

**DENTRO DEL PLAZO DE 180 DIAS ATRIBUÍDA MENCIONADO, SI USTED NO NOS NOTIFICA POR ESCRITO SOBRE DICHA IMPUGNACION DENTRO DEL PLAZO DE 180 DIAS, HABRÁ RENUNCIADO A SU DERECHO A IMPUGNAR LA FACTURA O ARBITRAJE O CASO ANTE EL TRIBUNAL DE DEMANDAS DE MENOR CANTÍA CON RESPECTO A DICHA IMPUGNACION.**

**¿Qué derechos tengo por llamadas desconectadas o interrupción del servicio?**

Si se desconecta una llamada en su Área de Cobertura, marque de nuevo. Si el mismo número contesta en los 5 minutos siguientes, llamemos durante los siguientes 90 días si es cliente del Servicio de Pospaño, y le daremos un crédito de 1 minuto de tiempo de uso. Si es cliente del Servicio de Pospaño y pierde el Servicio en su Área de Cobertura durante más de 24 horas seguidas por culpa nuestra, llamemos dentro de los 180 días siguientes y le daremos un crédito por el tiempo perdido. Por favor, tenga en cuenta que estos son sus únicos derechos en caso de llamadas desconectadas o interrupción del Servicio.

**Acuerda de mis pagos**

Si es cliente del Servicio de Pospaño y si no recibimos su pago a tiempo, le cobraremos un cargo por pago atrasado de hasta 15 por ciento mensual (18 por ciento anual) del saldo sin pagar, o un cargo fijo de \$5 mensuales, lo que sea mayor, si lo permite la ley, en el estado de su dirección de facturación. (Si usted opta por que otra compañía le facture por nuestro

Servicio (como otra compañía de Verizon), los cargos por pagos atrasados son fijados por dicha compañía o por sus tarifas, pudiendo ser más elevados que nuestros cargos por pagos atrasados). Los cargos y cargos que usted acepta pagarnos. Si usted no paga a tiempo y Verizon Wireless remite su(s) cuenta(s) a un tercero para recaudación, se le cobrará un cargo por recaudación que se deba pagar al momento de la remisión al tercero. El cargo será calculado al máximo porcentaje permitido por la ley correspondiente, pero que no exceda el 18 por ciento. Podremos exigir un depósito en el momento de la activación o más adelante, o un depósito mayor. Pagaremos un interés simple en cualquier depósito según las tasas requeridas por ley. Podemos aplicar depósitos o pagos en cualquier orden a cualquier cantidad que nos deba en cualquier cuenta. Si su saldo de crédito final es menor a \$1, solo se lo reembolsaremos si lo solicita. Si su Servicio se cancela, tendrá que pagar un cargo de \$35 para reactivarlo, o un cargo de \$15 para reactivarlo si se interrumpe por falta de pago o se suspende por otro razón. Podremos cobrarle hasta \$25 por cualquier cheque devuelto.

**¿Qué pasa si pierdo o me roban mi aparato móvil?**

Estamos aquí para ayudarle. Es importante que usted nos lo notifique de inmediato, para que podamos suspender su Servicio e impedir que otra persona lo use. Si es cliente del Servicio de Pospaño y su aparato móvil se usa después de la pérdida o robo, pero antes de que nos lo comuniquen, y desea un crédito por cualquier cargo aplicado por dicho uso, estaremos dispuestos a revisar la actividad de su cuenta y cualquier otra información que quiera que consideremos. Tenga en cuenta que se le puede responsabilizar del pago de los cargos si se demora en comunicar la pérdida o robo sin motivo razonable, pero no tendrá que pagar los cargos que impugne mientras se investigan. Si no le hemos otorgado una suspensión de cobertura de los cargos mensuales recurrentes durante el último año, le otorgaremos una por 30 días o hasta que reemplace o recupere su aparato móvil, lo que suceda primero.

**¿Qué derechos tiene Verizon Wireless de limitar o cancelar el servicio o este acuerdo?**

Podremos, sin previo aviso, limitar, suspender o finalizar su Servicio o cualquier acuerdo con usted por cualquier causa justa, incluyendo pero no limitadas a: (1) si usted (a) incumple este acuerdo; (b) viola las condiciones de uso de su Servicio con fines ilícitos, incluyendo el uso en violación de las sanciones y prohibiciones comerciales y económicas promulgadas por cualquier agencia gubernamental de los Estados Unidos; (d) incumple, desobedece o usa cualquier equipo de conversión o mecanismo parafacado (por ejemplo, un receptor) para originar, amplificar, mejorar, retransmitir o convertir una señal de radiofrecuencia sin nuestro permiso; (e) nos roba o mente; o, si es cliente del Servicio de Pospaño, (f) no paga su factura a tiempo; (g) incurra en cargos superiores al depósito requerido o al límite de facturación, o que excedan sustancialmente sus cargos de acceso mensual (incluso si aún no hubiéramos facturado dichos cargos); (h) ofrezca información crediticia que no podamos verificar; o (i) no pueda pagarnos o se decida en su contra, o (2) si usted, cualquier usuario de su aparato o cualquier línea de servicio de su cuenta, o cualquier administrador de cuenta en su cuenta (a) amenaza, acusa o utiliza un lenguaje vulgar o insultado con nuestros representantes; (b) interfiere con nuestras operaciones; (c) envía correo "spam" o participa en otro tipo de llamadas o mensajes abusivos; (d) modifica su aparato respecto a las especificaciones del fabricante; o (e) usa el Servicio de una manera perjudicial para nuestra red u otros clientes. También podremos limitar temporalmente su Servicio por cualquier razón operacional o gubernamental.

**Nota aclaratoria sobre garantías**

No afirmamos ni otorgamos garantías, expresas o implícitas, incluyendo, en la medida permitida por la ley aplicable, ninguna garantía implícita de comerciabilidad o idoneidad para un propósito determinado, sobre su Servicio, su aparato móvil o cualquier aplicación a la que tenga acceso con su aparato móvil. No garantizaremos que su aparato móvil funcionará perfectamente o que no necesitara actualizaciones o modificaciones ocasionales, o que no se verá afectado negativamente por modificaciones relacionadas con la red, actualizaciones o actividad similar. Si usted deseara o usa aplicaciones, servicios o software provistos por terceros (incluyendo aplicaciones de voz), los servicios 911 o E911, así como otras funciones de llamadas, podrían funcionar de manera distinta a los servicios ofrecidos por nosotros, o podrían simplemente no funcionar. Por favor, lee todos los términos y condiciones de dichos productos de terceros.

**Por favor, tenga en cuenta que si activó su aparato móvil a través de nuestro programa de Desarrollo Abierto, no podremos responder por la calidad de las llamadas o por la funcionalidad en general del aparato.**

**Limitaciones y exenciones de responsabilidad**

Usted y Verizon Wireless aceptan limitar las demandas por daños u otro resarcimiento monetario contra la otra parte, para resarcirse de daños directos. Esta limitación y exención regirá independientemente de la teoría de responsabilidad. Esto significa que ninguno de nosotros tratará de obtener compensaciones por daños indirectos, especiales, consecuentes, triplicados o

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**Información importante para suscriptores de Lifeline**

El Acuerdo con el Cliente de Verizon Wireless contiene información sobre algunas funciones y servicios que no están disponibles en los Planes Lifeline de Verizon Wireless. Si usted tiene alguna pregunta con respecto a las funciones y servicios que se incluyen en el Plan Lifeline, por favor contacte al Equipo de Servicio al Cliente de Lifeline al 1.800.417.3849.

**MI Acuerdo con el Cliente de Verizon Wireless**  
Gracias por elegir a Verizon Wireless. En este Acuerdo con el Cliente, encontrará información importante sobre su Servicio, incluyendo nuestra potestad para hacer cambios en su Servicio o en los términos de este acuerdo, nuestra responsabilidad en caso de que las cosas no salgan como se habían previsto y la forma en que se debe resolver cualquier disputa entre nosotros por arbitraje o en un tribunal de demandas de menor cuantía. Si se está suscribiendo al Servicio por un contrato de plazo mínimo, también encontrará información sobre ese plazo de contrato y lo que sucederá si cancela prematuramente una línea de Servicio o no paga a tiempo, incluyendo la posibilidad de que usted podría deberle a Verizon Wireless un cargo por cancelación prematura.

**MI servicio**  
Los términos y condiciones de su Servicio forman parte de este acuerdo. Su Plan incluye sus asignaciones mensuales y funciones, las zonas donde puede usarlas (su Área de Cobertura) y sus cargos mensuales y de pago por uso. Puede consultar los términos y condiciones de su Servicio en los folletos que están disponibles cuando lo activa, o por Internet en [verizonwireless.com/espanol](http://verizonwireless.com/espanol)

¿Cómo acepta este acuerdo?

Usted acepta este acuerdo:  
• aceptándolo por escrito, email, teléfono o en persona,  
• abriendo un paquete donde diga que usted está aceptando el acuerdo al abrirlo,  
• activando su Servicio.

Al aceptar, usted nos asegura que es mayor de 18 años con capacidad legal para aceptar un acuerdo. Al aceptarlo, usted está aceptando todas las cláusulas de este acuerdo así las haya leído o no.  
Si usted acepta, puede cancelar una línea de Servicio dentro de los 14 días posteriores a la aceptación de este Acuerdo sin tener que pagar ningún cargo por cancelación prematura, siempre y cuando devuelva, dentro del plazo de devolución correspondiente, cualquier equipo que nos haya comprado o a nuestros agentes autorizados a precio de descuento en conexión con su aceptación de este

Acuerdo, pero todavía tendrá que pagar su Servicio hasta esa fecha. La devolución de la mercancía no cancela su servicio automáticamente. Para cancelar, usted debe llamar al Equipo de Servicio al Cliente de Lifeline al 1.800.417.3849.

Si cambia su aparato o recibe una promoción de Servicio, se le podría requerir que cambie su Plan a uno que estemos ofreciendo en ese momento.

**MI privacidad**

Recopilamos información personal sobre usted. Recopilamos información a través de nuestra relación con usted, como información sobre el volumen, configuración, tipo, destino y frecuencia de uso de nuestros servicios de telecomunicaciones. Puede informarse sobre la forma en que usamos, compartimos y protegemos la información que recopilamos sobre usted en nuestra Política de Privacidad, disponible en [verizon.com/privacy](http://verizon.com/privacy). Al aceptar este Acuerdo, usted aprueba nuestra recopilación de datos, y el uso y prácticas de compartidos descritas en nuestra Política de Privacidad. Le proporcionamos opciones para restringir, en ciertas circunstancias, nuestro uso de sus datos. Puede revisar estas opciones en [verizon.com/privacy#limits](http://verizon.com/privacy#limits). Si hay prácticas adicionales de privacidad y mercado para las cuales su consentimiento sea necesario, se lo haremos saber (por ejemplo, a través de los avisos relacionados con la privacidad que usted recibe cuando compra o usa nuestros productos y servicios) antes de ejercer estas prácticas. Si se suscribe al Servicio cuyos cargos de uso se facturan al final del período de facturación ("Servicio de Postpago"), podremos investigar su historial de crédito en cualquier momento y compartir información de su crédito con agencias de informe crediticio y otras compañías de Verizon. Si desea conocer el nombre y dirección de cualquier agencia de crédito que nos facilite un informe crediticio suyo, solo tiene que pedir esta información y se la facilitaremos.

Muchos servicios y aplicaciones ofrecidas a través de su aparato pueden ser ofrecidos por terceros. Algunos de estos servicios y aplicaciones, los cuales usted puede bloquear o restringir sin costo alguno, podrían implicar cargos que se le cobraran a usted. Se le informará de la cantidad y frecuencia de los cargos cuando los acepta. Antes de usar, enlace con o descargar un servicio o aplicación provisto por un tercero, usted debe leer los términos de dicho servicio o aplicación, así como la política de privacidad correspondiente. La información personal que usted envía puede ser usada, recopilada o usada por el proveedor del servicio o aplicación y/u otros usuarios de esos foros. Verizon Wireless no se hace responsable por ninguna información, contenido, aplicaciones o servicios

de terceros a los que tenga acceso, descargue o use en su aparato. Usted es responsable de mantener activas sus protecciones de Internet contra virus y de otro tipo de protecciones cuando tenga acceso a los productos o servicios de estos terceros. Para más información, visite la Política de Contenido de Verizon en [responsibility.verizon.com/contentpolicy](http://responsibility.verizon.com/contentpolicy)

Usted da su consentimiento a Verizon Wireless y a cualquier persona que cobre a nuestro nombre para que lo contacte con respecto al estado de su cuenta, incluyendo cargos atrasados o actuales, usando llamadas pregrabadas, email y llamadas o mensajes entrados vía un sistema telefónico de marcado automático a cualquier número de teléfono móvil o dirección de email que usted suministre. La dirección de email que suministre Verizon Wireless la tratará como su email privado para que no sea accesible a terceros no autorizados. A menos de que usted nos notifique que su servicio móvil está basado en otro huso horario, se harán llamadas a su aparato celular durante horas permitidas de llamadas basadas en el huso horario alifacio con el número de teléfono móvil que usted suministra.

¿Qué pasa si mi Servicio de Postpago se cancela antes de que finalice el plazo de mi contrato?

Si se está suscribiendo al Servicio de Postpago, usted acepta suscribirse a una línea de Servicio ya sea de mes a mes o con un contrato por un plazo mínimo, como se indica en su recibo o confirmación de pedido. (Si su Servicio se suspende sin facturación, ese tiempo no se computa a efectos de completar el plazo de su contrato). Una vez que haya completado el plazo de su contrato, automáticamente pasará a ser un cliente con servicio de mes a mes para dicha línea de Servicio. Si cancela una línea de Servicio o si nosotros la cancelamos por un motivo legítimo, durante el plazo del contrato, usted tendrá que pagar un cargo por cancelación prematura. Su cargo por cancelación prematura será de \$175 menos \$5 por cada mes completo que cumpla del plazo de su contrato. Las cancelaciones serán efectivas el último día del ciclo de facturación de ese mes, y usted es responsable del pago de todos los cargos incurridos hasta entonces.

¿Puedo transferir mi número de teléfono móvil a otro proveedor de servicio?

Usted podría llevar o "transferir" su número de teléfono móvil a otro proveedor de servicio. Si usted transfiere un número que tenga con nosotros, entenderemos que nos solicita que cancelemos su Servicio para ese número. Una vez que se complete el proceso de transferencia, ya no podrá usar nuestro servicio para ese número, pero seguirá siendo responsable del pago de todos los cargos

hasta el final de ese ciclo de facturación, como sucedería en cualquier otra cancelación. Si usted transfiere un número de teléfono a nuestra compañía, por favor tenga en cuenta que es posible que no podamos proveerle de inmediato algunos servicios, tales como los servicios de ubicación 911. Usted no tiene derecho alguno sobre el número de su teléfono móvil, salvo el derecho que pueda tener a transferirlo a otra compañía.

**Información del directorio**  
No publicaremos su número de teléfono móvil en ningún directorio disponible ni se lo facilitaremos a nadie para tal propósito, salvo que usted así nos lo pida.

¿Puedo designar a alguien para que administre mi cuenta de Postpago?

No hay problema, solo notifíquenos por teléfono, en persona o por escrito. Usted puede designar a alguien para que administre su cuenta de Postpago para una transacción única o hasta que usted nos diga lo contrario. La persona que designe podrá efectuar cambios en su cuenta, incluyendo añadir líneas nuevas de Servicio, comprar aparatos móviles nuevos y extender el plazo de su contrato. Cualquier cambio que dicha persona realice se considerará una modificación a este acuerdo.

¿Puede Verizon Wireless modificar este acuerdo o mi Servicio?

Podríamos modificar los precios o cualquier otro término de su Servicio o este acuerdo en cualquier momento, pero le avisaremos previamente, incluyendo un aviso por escrito si tiene Servicio de Postpago. Si usa su Servicio una vez que la modificación entre en efecto, ello supondrá que acepta dicho cambio. Si es cliente con Servicio de Postpago y un cambio en su Plan o en este acuerdo lo perjudica, usted puede cancelar la línea de Servicio que se haya visto afectada dentro de los 80 días posteriores al recibo del aviso sin tener que pagar un cargo por cancelación prematura si no invalidamos el cambio después de que nos haya notificado su objeción.

**MI aparato móvil**

Su aparato móvil debe cumplir con las regulaciones de la Comisión Federal de Comunicaciones, estar certificado para el uso en nuestra red y ser compatible con su Servicio. Por favor, tenga en cuenta que podemos cambiar el software, las aplicaciones o la programación de su aparato móvil por vía remota y sin previo aviso. Esto podría afectar sus datos almacenados o la forma en que programo o usa su aparato móvil. Si usted compró un aparato móvil de Verizon Wireless y desea reprogramarlo para usarlo con otra red de telefonía móvil, el código de programación predeterminado está configurado como "000000" o "123456". Por favor, tenga en cuenta que su aparato móvil puede que no