

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 North Dakota 5 - Kidder Limited Partnership
Case No. _____

Dear Executive Secretary:

Enclosed please find the 2017 Form 481 annual ETC report ("Form 481") of North Dakota 5 – Kidder Limited Partnership (the "Company"), Study Area Code 389010, 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

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§ 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		FCC Form 487
CONTAINS REDACTIONS		OMB Control No. 3020-0047/OMB Control No. 3020-0018
FCC Form 487 - Carrier Annual Reporting		July 2013
Data Collection Form		

<010> Study Area Code	389010
<015> Study Area Name	NORTH DAKOTA 5 - KIDDER 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

(300) Unfulfilled Service Request
Data Collection Form

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

<010> Study Area Code 389010
<015> Study Area Name NORTH DAKOTA 5 - KIDDER 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

<300> Unfulfilled service request (voice)

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

<320> Unfulfilled service request (broadband)

<330> Detail on attempt pts (broadband) _____
Name of Attached Document

(400) Number of Complaints per 1,000 customers
Data Collection Form

FCC Form 481
OMB Control No. 3060-0086/OMB Control No. 3060-0819
July 2013

<010> Study Area Code 389010

<015> Study Area Name NORTH DAKOTA 3 - KIDDER 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> 4222029771 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

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

FCC Form 481
OMB Control No. 3060-084/OMB Control No. 3060-0819
July 2013

<010> Study Area Code	389010
<015> Study Area Name	NORTH DAKOTA 5 - KIDDER 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.
<038> Contact Email Address - Email Address of person identified in data line <030>	linda.stevens@verizonwireless.com
<500> Certify compliance with applicable service quality standards and consumer protection rules	Yes 389010nd510.pdf
<510> Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance	
<515> Certify compliance with applicable minimum service standards	

(600) Functionality in Emergency Situations
Data Collection Form

CONTAINS REDACTIONS

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

<010> Study Area Code	389010
<015> Study Area Name	NORTH DAKOTA 5 - KLUSEP 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>	6232029771 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	389010nd610.pdf

**PUBLIC VERSION
CONTAINS REDACTIONS**

(900) Tribal Lands Reporting
Data Collection Form

FCC Form 481
OMB Control No. 3050-0936/OMB Control No. 3050-0919
July 2013

<010> Study Area Code 389010
 <015> Study Area Name NORTH DAKOTA 5 - KIDDER 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) No

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

<920> Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes, No, NA) for each of 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:

Select Yes or No or Not Applicable

- <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.

**PUBLIC VERSION
CONTAINS REDACTIONS**

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

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

<010> Study Area Code 389010
 <015> Study Area Name NORTH DAKOTA 5 - KIDDER 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 389010nd1010.pdf

Name of Attached Document

<1020> Broadband comparability certification

<1030> Attach detailed description for broadband comparability compliance

Name of Attached Document

PUBLIC VERSION
CONTAINS REDACTIONS

(1100) No Terrestrial Backhaul Reporting
Data Collection Form

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

<010> Study Area Code 389010
<015> Study Area Name NORTH DAKOTA 5 - KIDDER 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)

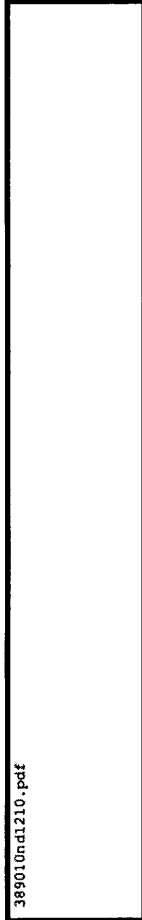
<1130> Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g).

**PUBLIC VERSION
CONTAINS REDACTIONS**

**(1200) Terms and Condition for Lifeline Customers
Lifeline
Data Collection Form**

FCC Form 487
OMB Control No. 3060-9986/OMB Control No. 3050-0019
JULY 2013

<010> Study Area Code 399010
 <015> Study Area Name NORTH DAKOTA 5 - KIDDER 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



<1210> Terms & Conditions of Voice Telephony Lifeline 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.

**PUBLIC VERSION
CONTAINS REDACTIONS**

(2015) Price Cap Carrier Additional Documentation
 Data Collection Form
 Including Form of Return Carriers affiliated with Price Cap Local Exchange Carriers
 FCC Form 481
 OMB Control No. 3045-0067/OMB Control No. 3045-0010
 July 2013

<010> Study Area Code 389010
 <015> Study Area Name NORTH DAKOTA 5 - KIDDER 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.	[Redacted]
<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.	[Redacted]
<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.	[Redacted]
<2024A>	Round 2 Recipient of Incremental Support?	[Redacted]
<2024B>	Attach list of census blocks indicating where funding was spent in year three - 54.313(b)(2)(ii). Round 2 recipients only.	[Redacted]
<2025A>	Round 2 Recipient of Incremental Support?	[Redacted]
<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).	[Redacted]
<2015>	2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4)	[Redacted]

(2015) Price Cap Carrier Additional Documentation
Data Collection Form
Including, but not limited to, all Price Cap Local Exchange Carriers
FCC Form 485
OMB Control No. 3071-0087 (Public Control No. 3071-0087)
July 2013

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



<010>	Study Area Code	389Q10
<015>	Study Area Name	NORTH DAKOTA 5 - KIDDER 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.

(3009) Progress Report on 5 Year Plan
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

PUBLIC VERSION
CONTAINS REDACTIONS

(303) Item ID: [Redacted] | Study Area Code: 389010 | Study Area Name: NORTH DAKOTA 5 - KIDDER LP | Program Year: 2018
Date Collected From: [Redacted] | Contact Name: Linda Stevens | Contact Telephone Number: 4232029771 ext. [Redacted]
Contact Email Address: linda.stevens@verizonwireless.com

<01> Study Area Code: 389010
<015> Study Area Name: NORTH DAKOTA 5 - KIDDER 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. [Redacted]
<039> Contact Email Address - Email Address of person identified in data line <030>: linda.stevens@verizonwireless.com

Financial Data Summary	
(3027) Revenue	
(3028) Operating Expenses	
(3029) Net Income	
(3030) Telephone Plant in Service(TPIS)	
(3031) Total Assets	
(3032) Total Debt	
(3033) Total Equity	
(3034) Dividends	



<010>	Study Area Code	389010
<015>	Study Area Name	NORTH DAKOTA 5 - KIDDER 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>	4237029771 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

Carrier: Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010> Study Area Code	389010
<015> Study Area Name	NORTH DAKOTA 5 - KIDDER 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:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients	
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:	NORTH DAKOTA 5 - KIDDER 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:	389010 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**

Certification - Agent / Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0990/OMB Control No. 3060-0810 July 2013
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<010> Study Area Code	389010
<015> Study Area Name	NORTH DAKOTA 5 - KIDDER 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 AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
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:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
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

(609) Operating Company Data Collection Form
 FCC Form 159
 5th Edition, Rev. 03-10-06/5th Edition, Rev. 03-10-06
 July 2013

<010> Study Area Code	389010	
<015> Study Area Name	NORTH DAKOTA 5 - KIDDER 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	
<810> Reporting Carrier	North Dakota 5 - Kidder Limited Partnership	
<811> Holding Company	Verizon Communications Inc.	
<812> Operating Company	North Dakota 5 - Kidder Limited Partnership	
<813>	<813>	
Affiliates	SAC	Doing Business As Company or Brand Designation
Verizon New England Inc.	115112	Verizon
Verizon New England Inc.	585114	Verizon
Verizon New York Inc.	155130	Verizon
Verizon New Jersey Inc.	165120	Verizon
Verizon Pennsylvania LLC	175000	Verizon
Verizon North LLC	170169	Verizon
Verizon North LLC	170170	Verizon
Verizon North LLC	170201	Verizon
Verizon Maryland LLC	185030	Verizon
Verizon Virginia LLC	195040	Verizon
Verizon Delaware LLC	565010	Verizon
Verizon Washington D.C. Inc.	575020	Verizon
Verizon South Inc.	190233	Verizon
Verizon South Inc.	190479	Verizon
Verizon South Inc.	230864	Verizon
MCI Communications Services Inc.	449007	Verizon
RSA 7 Limited Partnership	359070	Verizon Wireless
Iowa 8 - Monona Limited Partnership	359071	Verizon Wireless
North Central RSA 2 of North Dakota Limited Partnership	389006	Verizon Wireless
Northwest Dakota Cellular of North Dakota Limited Partnership	389007	Verizon Wireless
North Dakota RSA No. 3 Limited Partnership	389008	Verizon Wireless
Badlands Cellular of North Dakota Limited Partnership	389009	Verizon Wireless
North Dakota 5 - Kidder Limited Partnership	389010	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 North Dakota 5 - Kidder Limited Partnership, SAC 389010, 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), North Dakota 5 - Kidder Limited Partnership, SAC 389010, 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.”

North Dakota 5 - Kidder Limited Partnership, SAC 389010, hereby certifies that it is able to function in emergency situations as set forth in § 54.202(a)(2). In support of this certification, North Dakota 5 - Kidder 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 North Dakota 5 - Kidder 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) North Dakota 5 - Kidder Limited Partnership will be able to reroute voice traffic around damaged facilities; and (3) North Dakota 5 - Kidder Limited Partnership will be capable of managing spikes in voice traffic resulting from emergency situations.

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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 of Page 1, requires a descriptive document in support of this certification.

North Dakota 5 - Kidder Limited Partnership, SAC 389010, hereby certifies that it meets the requirement set forth in § 54.313(a)(10). Most of the service offerings made available by North Dakota 5 - Kidder Limited Partnership include mobility, text messaging services, data services, and other services such that they have many more features than landline voice-only service. North Dakota 5 - Kidder 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 North Dakota 5 - Kidder Limited Partnership’s certification:

Name of plan	Features	Price
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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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

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 the Lifeline Customer Service Team at 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, share and protect the information we collect about you in our Privacy Policy, available at 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. 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. 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

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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.

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: (f) 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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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,

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

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 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.AADR.ORG), 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

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 ANYTIME BEFORE ARBITRATION BEGINS. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS 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 AWARDS 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 AWARDS 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

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 PARRAFO 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 más tarde o que no podamos 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 notificárselo. 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 por a 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 enviarnos 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 enviarnos por correo a su dirección de facturación. Si necesita enviarnos 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 6 de la sección anterior sobre resolución de disputas), resultara inválida, esa parte pueda ser suprimida de este acuerdo.

Este acuerdo y los documentos que incorpora 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 nuestras compañías matrices, afiliadas, subsidiarias, agentes, predecesores y sucesores participantes. Excepto en la medida que hayamos 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 componen 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 correspondan.
- No se le cobrará un depósito de servicio para iniciar Lifeline. Sin embargo, se le podría requerir que pague 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 cancele 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 cierto contenido o servicios, llame al servicio al cliente o visite 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.
 - Cuando llame a alguien, en ese teléfono puede aparecer su nombre y número de teléfono móvil. Si desea bloquear este identificador de llamadas, marque *57 antes de cada llamada o solicite el bloqueo de llamadas por cada línea (para desbloquear, solo marque *82 donde está 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 Lifeline. 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 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/verizon, 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 number may show your name and wireless phone number. If you want to block this Caller ID, dial *57 before each call, or dial *82 (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 or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to 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 and the documents it incorporates form 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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punitivos de la otra parte. Esta limitación y extensión también aplica si usted interpone una demanda contra uno de nuestros proveedores, hasta el punto de que se nos exija la limitación 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 agenda. 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? CONFIRMAMOS EN QUE ESTARÁ SATISFECHO CON NUESTROS SERVICIOS, PERO SI EXISTE ALGÚN PROBLEMA QUE NECESITE SER RESUELTO, EN ESTA SECCIÓN SE EXPLICAN LAS EXPECTATIVAS MUTUAS 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 ACEPTARLOS MISMOS, TERMINOS DE ESTE ACUERDO, COMO LO HARÍA UN TRIBUNAL. SI LA LEY PERMITE HONORARIOS DE ABOGADO, UN ARBITRO TAMBIEN PUEDE OTORGARLOS, ASIMISMO, ACORDBAMOS 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, ESTE RELACIONADA CON O SURJA 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 CONSIDERACION DE LAS AGENCIAS GUBERNAMENTALES 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 ACERTEN LO CONTRARIO, EL ARBITRAJE SE REALIZARA EN EL CONDADO DE SU DIRECCION DE FACTURACION, PARA DEMANDAS MAYORES DE \$10,000, SE APLICARÁN LAS NORMAS DE ARBITRAJE PARA LA INDUSTRIA DE TELEFONIA MOVIL. ("WYA") DE LA AAA, ACORDAMOS QUE EN DICHS CASOS, EL PEDEDEDOR PUEDE APELAR A UN ORGANO COLEGADO DE TRES NUEVOS ARBITROS PARA QUE REVISE LA DECISION. EN DEMANDAS MENORES DE \$10,000 LA PARTE RECLAMANTE PUEDE ELEJIR LAS NORMAS DE ARBITRAJE PARA LA INDUSTRIA DE TELEFONIA MOVIL DE LA AAA O LAS NORMAS DEL BBB PARA ARBITRAJE VINCLANTE O BIEN PUEDE ENTABLAR UNA ACCION INDIVIDUAL EN UN TRIBUNAL DE DEMANDAS DE MENOR CUANTIA, PUEDE OBTENER INFORMACION 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 ELEJIR QUE EL ARBITRAJE SE LLEVE A CABO BASANDOSE SOLO EN DOCUMENTOS ENVIADOS AL ARBITRO O EN UNA AUDIENCIA EN PERSONA O POR TELEFONO.

(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 DISPOSICION DE ESTE ACUERDO, EL ARBITRO PODRA OTORGAR UNA COMPENSACION MONETARIA O POR MANDATO JUDICIAL SOLO A FAVOR DE LA PARTE QUE PIDE EL RESARCIMIENTO Y SOLO HASTA DONDE SEA NECESARIO PARA PROPORCIONAR LA COMPENSACION EXIGIDA POR LA RECLAMACION INDIVIDUAL DE ESA PARTE. NINGUNA DEMANDA COLECTIVA, REPRESENTANTE, NI TEORIA DE LA DEMANDA COLECTIVA RELATIVA A LA RESPONSABILIDAD O PETICION, PODRIA MANTENERSE EN NINGUN ARBITRAJE BAJO ESTE ACUERDO. (4) SI ALGUNO DE NOSOTROS TIENE

LA INTENCION 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 DIAS ANTES DE INICIAR EL ARBITRAJE. EL AVISO A VERIZON WIRELESS DEBE SER ENVIADO A VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, VERIZON WAY, WY22N051, BASKING RIDGE, NJ 07920. EL AVISO DEBE DESCRIBIR LA NATURALEZA DE LA DEMANDA Y LA COMPENSACION QUE BUSCA. SI NO SOMOS CAPACES DE RESOLVER NUESTRA DISPUTA DENTRO DE 30 DIAS, CUALQUIERA DE LAS PARTES PUEDE ENTONCES PROCEDER A PRESENTAR UNA DEMANDA DE ARBITRAJE. PAGAREMOS CUALQUIER CARGO DE REPRESENTACION 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 COBREN POSTERIORMENTE, ASI COMO CUALQUIER APELACION A UN PANEL DE TRES ARBITROS NUEVOS (SI EL LAUDO ARBITRAL ES APELABLE CONFORME A ESTE ACUERDO).

(5) TAMBIEN OFRECEREMOS A LOS CLIENTES LA OPCION DE PARTICIPAR EN UN PROGRAMA INTERNO GRATUITO DE MEDIACION. ESTE PROGRAMA ES TOTALMENTE VOLUNTARIO Y NO AFECTA LOS DERECHOS DE NINGUNA DE LAS PARTES EN NINGUN ASPECTO DE ESTOS PROCEDIMIENTOS DE RESOLUCION DE DISPUTAS. EN NUESTRO PROGRAMA VOLUNTARIO DE MEDIACION, 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 TENDRA TODOS LOS DERECHOS Y PRIVILEGIOS DE UN MEDIADOR Y EL PROCESO TENDRA TODOS LOS PRIVILEGIOS ASOCIADOS CON UNA MEDIACION. POR EJEMPLO, NADA DE LO QUE SE DIGA EN LA MEDIACION PODRÁ SER USADO EN UN ARBITRAJE O DEMANDA POSTERIOR. SI DESEA MÁS INFORMACION, POR FAVOR, COMUNIQUESE CON NOSOTROS EN VERIZONWIRELESS.COM/ESPANOL O

A TRAVES DEL SERVICIO AL CLIENTE. SI DESEA INICIAR EL PROCESO DE MEDIACION, POR FAVOR, VISITE VERIZONWIRELESS.COM/ESPANOL O LLAME AL SERVICIO AL CLIENTE PARA SOLICITAR UN FORMULARIO DE AVISO DE IMPLUGACION QUE HABRA DE LLENAR Y ENVIARNOS POR CORREO, FAX O EMAIL DE ACUERDO CON LAS INSTRUCCIONES QUE APARECEN EN EL FORMULARIO.

(6) PODRIAMOS OFRECER, PERO NO ESTAMOS OBLIGADOS A OFRECERLA, UNA RESOLUCION POR ESCRITO EN CUALQUIER MOMENTO ANTES DE QUE COMIENCE EL ARBITRAJE. EL MONTO O TERMINOS DE CUALQUIER OFERTA DE RESOLUCION 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 DECRETA 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 EJECUCION DEL LAUDO MISMO.

(8) SI POR CUALQUIER MOTIVO LA PROHIBICION DEL ARBITRAJE COLECTIVO ESTABLECIDA EN LA SUBSECCION (3) NO PUEDE EJECUTARSE, ENTONCES NO SE APLICARÁ EL ACUERDO DE ARBITRAJE. (9) SI POR CUALQUIER MOTIVO UNA RECLAMACION 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 ACCION, PROCEDIMIENTO O CONTRADEMANDA QUE SURJA O QUE ESTE RELACIONADA DE ALGUNA MANERA CON ESTE ACUERDO. EN

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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 Lifeline, nuestros cargos también incluyen cargos administrativos, y podemos también incluir otros relacionados con nuestros costos gubernamentales. Nosotros fijamos estos cargos, que no son impuestos, no los requiere la ley, ni están necesariamente relacionados con una acción del gobierno, los referimos 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 podremos notificarle 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 "bip" por primera vez o cuando la llamada se conecta a una red, y 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 "bip" 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 Pospago, el uso no siempre puede procesarse en su totalidad 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 Pospago, puede impugnar su factura dentro de los 180 días siguientes a la fecha en la cual la recibió, pero a menos que lo establezca 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 LLAMARLOS 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 CUANTÍA RESPECTO A DICHA IMPUGNACIÓN, DEBERÁ ESCRIBIRNOS A LA DIRECCIÓN DE SERVICIO AL CLIENTE QUE APARECE EN SU FACTURA O ENVIARNOS UN FORMULARIO DE AVISO DE IMPUGNACIÓN (DISPONIBLE EN VERIZONWIRELESS.COM/ESPANOL)

DENTRO DEL PLAZO DE 180 DÍAS ATRIBUIDO MENCIONADO, SI USTED NO NOS NOTIFICA POR ESCRITO SOBRE DICHA IMPUGNACIÓN DENTRO DEL PLAZO DE 180 DÍAS, HABRÁ RENUNCIADO A SU DERECHO A IMPUGNAR LA FACTURA O SERVICIO(S) Y A ENTABLAR UN ARBITRAJE O CASO ANTE EL TRIBUNAL DE DEMANDAS DE MENOR CUANTÍA CON RESPECTO A DICHA IMPUGNACIÓN.

¿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 Pospago, y le daremos un crédito de 1 minuto de tiempo de uso. Si es cliente del Servicio de Pospago 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.

¿Acercas de mis pagos?

Si es cliente del Servicio de Pospago 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 edición de factura. (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 por pagos atrasados son parte de las tarifas y cargos que usted acepta pagarlos. 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 debe 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. Podríamos exigir un depósito en el momento de la activación o más adelante, o un depósito mayor. Pagarémos un interés simple en cualquier depósito según las tasas requeridas por ley. Podríamos 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 tendría que pagar un cargo de \$35 para reactivar, o un cargo de \$15 para reconectarlo si se interrumpió por falta de pago o se suspende por otra razón. Podríamos 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 Pospago y su aparato móvil se usa después de la pérdida o robo, pero antes de que nos lo comunique, 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 implique mientras se investigan. Si no le hemos otorgado una suspensión de consista 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?

Podríamos, sin previo aviso, limitar, suspender o finalizar su Servicio o cualquier acuerdo con usted por cualquier causa justa, incluyendo pero no limitadas a: (i) si usted (a) incumple este acuerdo; (b) revierte su Servicio; (c) usa su Servicio con fines ilícitos, incluyendo el uso en violación de las sanciones y prohibiciones comerciales y económicas promulgadas por cualquier agencia gubernamental de Estados Unidos; (d) fraude, desobediencia o uso de cualquier equipo de conversión o mecanismo parecido (por ejemplo, un repetidor) para originar,

amplificar, mejorar, retransmitir o convertir una señal de radiofrecuencia sin nuestro permiso; (e) nos roba o miente; o, si es cliente del Servicio de Pospago, (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 puede pagarlos o se declara en quiebra, 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 inapropiado 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 aplicador a la que tenga acceso con su aparato móvil. No garantizamos que su aparato móvil funcionará perfectamente o que no necesitará actualizaciones o modificaciones ocasionales, o que no se verá afectado negativamente por modificaciones relacionadas con la red, actualizaciones o actividad similar. Si usted descarta 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, lea 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.

MA 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 política 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.

¿Cómo acepto 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 cancelarlo, 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 informarnos 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. Al aceptar este Acuerdo, usted aprueba nuestra recopilación de datos, y el uso y prácticas de compartirlos 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/#links. Si hay prácticas adicionales de publicidad 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 periodo de facturación ("Servicio de Postpago"), podremos investigar su historial de crédito en cualquier momento y compartir información de su crédito con agencias de informe de crédito 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 ofrecidos 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 cobrarán a usted. Se le informará de la cantidad y frecuencia de los cargos cuando los acepte. Antes de usar, enlazar 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 leída, 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.

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 entregados 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 afiliado 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 servicios?
Usted podría llamar a "Transferir" su número de teléfono móvil a otro proveedor de servicio. Si usted transfiere un número que tenga con nosotros, entendemos 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 notifiquenos 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 60 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 compra un aparato móvil de Verizon Wireless y desea reprogramarlo para usarlo con otra red de telefonía móvil, el código de programación predefinido está configurado como "000000" o "1234567". Por favor, tenga en cuenta que su aparato móvil puede que no