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December 18, 2009

Ruth Milkman
Chief
Wireless Telecommunications Bureau

Mark Stone
Acting Chief
Consumer and Governmental Affairs Bureau

Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: Verizon Wireless' Early Termination Fee for Advanced Devices and Access to Verizon Mobile Web, WT Docket No. 05-194, CG Docket No. 09-158

Dear Ms. Milkman and Mr. Stone:

I write in response to your inquiry of December 4, 2009, regarding the recent change to Verizon Wireless' early termination fee (ETF) structure for "Advanced Devices" and certain reports regarding charges for our Mobile Web Service.¹

Verizon Wireless' term contracts with ETFs promote consumer choice and broadband deployment. This pricing structure enables Verizon Wireless to offer wireless devices at a substantial discount from their full retail price. By reducing up-front costs to consumers, this pricing lowers the barriers to consumers to obtaining mobile broadband devices. It thus enables many more consumers, including those of more limited means, access to a range of exciting, state-of-the-art broadband services and capabilities. The company's pricing structure therefore promotes the national goal of fostering the greater adoption and use of mobile broadband services. At the same time, consumers are protected by Verizon Wireless' detailed disclosure practices described in this response, by the Worry Free Guarantee, which allows customers to terminate within 30 days of activation without an ETF, and by the monthly reduction in the ETF amount.²

¹ On December 17, 2009, Commission staff granted Verizon Wireless a two business day extension of the deadline for filing its response, until December 21, 2009.

² Verizon Wireless was the first national wireless carrier to prorate its ETFs, in November 2006.

In addition, consumers have the option of avoiding the ETF entirely by paying full price for the device and subscribing on a month-to-month basis.³ The overwhelming majority of Verizon Wireless customers, however, choose to commit to a term contract because they see great value in acquiring state-of-the-art wireless devices at heavily discounted prices. In exchange, consumers sign a contract that commits them to a term of service that pays for the device (and other costs) over time.

The Commission held in 2003 that “carriers may include provisions in their customer contracts on issues such as early termination and credit worthiness.”⁴ In that order, the Commission disallowed wireless carriers from restricting the number porting process, but also stated, “We do not sanction or encourage consumers to breach their contractual obligations. Nor do we prevent carriers from collecting any outstanding fees or charges from consumers pursuant to traditional contractual remedies.”⁵

That same year, in upholding the lawfulness of an ETF, the Commission noted “the history of Commission approval of early service termination provisions similar to the one at issue here, and the reasonable goals that they generally serve.”⁶ It also stated, “The Commission has acknowledged that, because carriers must make investments and other commitments associated with a particular customer's expected level of service for an expected period of time, carriers will incur costs if those expectations are not met, and carriers must be allowed a reasonable means to recover such costs. In other words, the Commission has allowed carriers to use early service termination provisions to allocate the risk of investments associated with long term service arrangements with their customers.”⁷

In its most recent annual report to Congress on wireless competition, the Commission found that “U.S. consumers continue to benefit from effective competition in the CMRS marketplace.”⁸ The Commission noted that “Fixed-term service contracts and ETFs are part of a

³ Verizon Wireless introduced the month-to-month option for customers who choose not to select a term contract in September 2008 -- another example of the innovative offerings from wireless carriers that benefit customers. Data submitted in the Commission’s recent *Notice of Inquiry* on wireless competition also demonstrate the rapidly expanding choices consumers have among service plans to meet their individual needs. *See, e.g.*, Comments of CTIA, WT Docket No. 09-66, filed September 30, 2009.

⁴ *Telephone Number Portability, Memorandum Opinion and Order*, 18 FCC Rcd 20971, 20976 (2003).

⁵ *Id.*

⁶ *Ryder Communications Inc., Memorandum Opinion and Order*, 18 FCC Rcd. 13603, 13617.

⁷ *Id.*

⁸ *Implementation of Section 6002(b) of the Omnibus Budget Reconciliation Act of 1993, Annual Report and Analysis of Competitive Conditions With Respect to Commercial Mobile Services, Thirteenth Report*, WT Docket No. 09-27 (2009), at ¶ 274.

traditional industry business model in which providers use handset subsidies to offer consumers a discount on the upfront price of handsets and thereby promote the sale of mobile telephone services.”⁹

Verizon Wireless has recently instituted a two-tier structure for ETFs for term contracts. As more fully explained below, the higher ETF associated with Advanced Devices reflects the higher costs associated with offering those devices to consumers at attractive prices, the costs and risks of investing in the broadband network to support these devices, and other costs and risks.

1. What information about the higher ETF does Verizon Wireless provide to prospective customers, and when? How do consumers know whether the increased ETF applies to the device and service plan they would like to purchase? Please provide a description of whether or how a customer seeking to sign up for Verizon Wireless service on the Verizon Wireless website would be able to find out about the levels and terms and conditions of the ETF, other than by calling up the formal Customer Agreement accessible in small type at the bottom of the web page. Please also provide a detailed description of how consumers receive relevant information across other retail sales channels, including retail outlets and sales made over the phone (if applicable). Please describe the format in which this information is presented, and provide sample materials.

Response: Verizon Wireless has designed multiple ways to inform its customers about the ETFs associated with term contracts. Information about ETFs is included in Verizon Wireless’ advertisements, checklists for its sales representatives, scripts for its telesales representatives, the Customer Agreement, detailed customer guides, sales receipts, on-line store disclosures, and sales confirmation letters that are sent to customers.

Verizon Wireless’ advertising is designed to make customers aware of ETFs before a prospective customer even comes into a Verizon Wireless store, goes on-line or calls our toll-free sales number. Every print advertisement that promotes the sale of an “Advanced Device” clearly discloses that the advertised price requires a two-year contract, and that an ETF starting at \$350 may apply.¹⁰ (A copy of such a print advertisement is attached as Exhibit B.) If the print advertisement promotes the sale of both Advanced Devices and regular handsets, the fact that the ETF will start at either \$175 for regular handsets, or \$350 for Advanced Devices, is likewise disclosed. (A copy of a print advertisement for both Advanced Devices and regular handsets is

⁹ Id. at ¶ 113.

¹⁰ The “Advanced Device” category includes devices with a combination of advanced capabilities, which may include a premium HTML browser; high-resolution MP camera with optical zoom; dual processor chipsets; Wi-Fi; very high display resolution; and operating systems such as BlackBerry, Windows Mobile, Palm, or Android. These devices also include netbooks. (Service plans for USB modems and PC cards purchased at a discount are subject to a \$175 ETF.) Advanced Devices generally have more complex chip sets, microprocessors and licensed software that perform more functions than regular phones. A list of Advanced Devices is available at www.verizonwireless.com/advanceddevices, and is attached as Exhibit A to this response.

attached as Exhibit C.) Verizon Wireless' television advertisements for Advanced Devices and regular handsets similarly disclose the maximum amount of the applicable ETF, and Verizon Wireless' radio advertisements also disclose the existence of the ETF.

During a sales transaction, and prior to the customer selecting a service plan, Verizon Wireless informs the prospective customer of the amount of any applicable ETF, as well as the amount by which that ETF decreases over time. The amount of any applicable ETF does not depend on the type of postpaid service plan a consumer chooses. Instead, the amount depends on whether the customer has chosen a month-to-month contract (\$0 ETF) or a one- or two-year contract (ETF starting at \$175 or \$350, depending on whether the customer has purchased a regular or an Advanced Device at a discount at the time of activation). Customers who choose a one- or two-year contract in return for a regular wireless device at a discount are subject to an ETF that starts at \$175. Customers who choose a one- or two-year contract in return for an Advanced Device at a discount are subject to an ETF that starts at \$350. The ETF declines over time (\$5 or \$10 each month completed by the customers for the \$175 ETF or \$350 ETF, respectively).

For customers signing up for service in a Verizon Wireless retail store, the amount of any applicable ETF associated with the device and contract length desired by the customer is disclosed in written materials provided to the customer. Customer representatives are trained to inform customers orally of the amount of any applicable ETF associated with a device and the contract length selected by the customer. The Verizon Wireless Customer Agreement that the customer receives at the point of sale provides:

What Happens if My Service is Canceled Before the End of My Contract Term?

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'll have to pay an early termination fee. If your contract term results from your purchase of an advanced device after November 14, 2009, your early termination fee will be \$350 minus \$10 for each full month of your contract term that you complete. (For a complete list of advanced devices, check www.verizonwireless.com/advanceddevices.) Otherwise, 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. Also, if you bought your wireless device from an authorized agent or third-party vendor, you should check if they charge a separate termination fee.**

Verizon Wireless' *Your Guide* brochure, which describes the wireless plans and the terms and conditions associated with those plans and is provided to prospective customers in Verizon Wireless retail stores, further provides:

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Early Termination Fees

The early termination fee is up to \$175 or up to \$350 if your contract terms results from your purchase of an Advanced Device after November 14, 2009. For a complete list of Advanced Devices, go to verizonwireless.com/advanceddevices.

(Copies of Verizon Wireless' *Welcome Guide*, which includes the Verizon Wireless Customer Agreement, and Verizon Wireless' *Your Guide* consumer brochure are attached as Exhibits D and E, respectively.)

The "price cards" for devices displayed in Verizon Wireless retail stores indicate whether the device is an Advanced Device, and also disclose the full retail, one-year contract and two-year contract prices, as well as details about the amount and nature of any available rebate. (An example of the price card for the Motorola DROID, Advanced Device, is attached as Exhibit F.)

Finally, at the time of contract acceptance, the customer electronically signs a receipt that discloses the contract end date and the applicable ETF. (A copy of an actual receipt signed by a customer on November 17, 2009 – redacted to remove customer-identifying information – is attached as Exhibit G.)

For customers signing up for service through Verizon Wireless' telesales group, Verizon Wireless telesales representatives are trained orally to inform customers which ETF amount applies, depending on the device and contract length chosen by the customer. The *Welcome Guide* and *Your Guide* brochures and a receipt disclosing the contract term and the existence of the ETF (attached as Exhibit H), are sent by Federal Express to the customer along with the customer's selected equipment before the customer accepts the contract electronically through a call to an interactive voice response (IVR) system. For customers accepting a two-year contract, the IVR states:

Thank you for activating service with Verizon Wireless. Information regarding your service is included with your shipment and can be found on the receipt, in the brochure and in the Welcome Guide.

Do you understand that you are agreeing to a two-year minimum term that begins on the date you received your equipment, and that an early termination fee of up to \$175 or \$350 will apply if service is canceled prior to the end of that minimum term, as detailed in the materials included in your shipment?

If yes, press 1.

If no, press 2.

To hear this again, press 7.

For customers signing up for service through Verizon Wireless' on-line store, www.verizonwireless.com, information regarding the ETF structure is provided through the on-line purchase path. A customer shopping for service and devices through the on-line store can start the purchase process either by selecting a device (and then selecting a compatible plan), or selecting a plan (and then selecting a compatible device). Regardless whether the customer selects the device or plan first, when the customer gets to the plan page, the "Calling Plan Information" scroll box discloses the ETF amount and structure ["Early Termination Fee: Up to \$175, or up to \$350 per line for Advanced Devices (see www.verizonwireless.com/advanceddevices), per line for one- or two-year minimum terms."]. (An example of the on-line page for available Voice and Email Plans for the DROID, with the complete contents of the "Calling Plan Information" scroll box, is attached as Exhibit I.)

Further, before the customer accepts the contract on-line, the Verizon Wireless Customer Agreement (which also describes the ETF structure and how the ETF declines over time) is presented to the customer, along with the summary paragraph above the "I accept" box that similarly discloses the ETF:

I agree to the current Verizon Wireless Customer Agreement (CA), including the Calling Plan, (with Extended Limited Warranty/Service Contract, if applicable) and other terms and conditions for services and selected features I have agreed to purchase as reflected on this order, and which I have had the opportunity to review. I understand that I am agreeing to an early termination fee of up to \$175, or up to \$350 on Advanced Devices (see www.verizonwireless.com/advanceddevices), limitations of liability for service and equipment, settlement of disputes by arbitration and other means instead of jury trials and other important terms in the CA.

I understand that if I do not agree to the Verizon Wireless Customer Agreement Terms and Conditions, I should click on the "Cancel" button below to discontinue my order with Verizon Wireless.

(A copy of the on-line acceptance page is attached as Exhibit J.)

Within 5 days of a customer accepting a new contract, through any of the sales channels, Verizon Wireless sends each customer a letter that confirms the details of the customer's chosen plan, the contract end date, and the applicable ETF. (A copy of a Verizon Wireless confirmation letter is attached as Exhibit K.) Even after all of these disclosures, a customer can always cancel service and return new equipment without any ETF within 30 days of activation pursuant to Verizon Wireless' return/cancellation program (explained more fully in response to Question 3, below).

2. Similarly, how can customers learn about the formula for prorating the ETF? Does Verizon Wireless provide the full terms and conditions, including the proration formula, anywhere

other than in the formal Customer Agreement? If so, where? For example, is any relevant information provided on monthly bills? What is the format of the information provided? How can customers learn about the amount they will be charged if they terminate their service plan on a given date?

Response: If an ETF starts at \$175, that ETF declines by \$5 per month for each month of the contract term that the customer completes. If an ETF starts at \$350, that ETF declines by \$10 per month for each month of the contract term that the customer completes. That formula is explained in the Verizon Wireless Customer Agreement, which is available in the *Welcome Guide* that is provided to each new customer activating service in a retail store or through telesales, and also through a direct link at the bottom of every page of www.verizonwireless.com. The formula is stated in the Customer Agreement as follows:

If your contract term results from your purchase of an advanced device after November 14, 2009, your early termination fee will be \$350 minus \$10 for each full month of your contract term that you complete. (For a complete list of advanced devices, check www.verizonwireless.com/advanceddevices.)

Otherwise, 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.

Verizon Wireless Sales or Customer Care representatives will explain the formula, and calculate the applicable ETF for any particular customer, upon request. The proration formula is not included on Verizon Wireless' monthly bills to its customers.

3. Please provide the details of any trial period in which customers may discontinue service without being subject to the increased ETF. Do customers have an opportunity to review their first bill before the trial period expires? How is this information communicated to prospective and current customers?

Response: Verizon Wireless offers a "Worry Free Guarantee" that allows customers to cancel service for any reason within thirty days of activation. As long as the customer returns during that time period any device that he or she purchased at a discount from Verizon Wireless, the customer is not subject to any ETF. Information about Verizon Wireless' return and cancellation period is included in the *Welcome Guide*, and is also included through a direct link at the bottom of every page of www.verizonwireless.com. Depending on the customer's bill cycle, a customer may or may not receive his or her first bill prior to the expiration of the thirty-day return/cancellation period. However, customers that sign up at a store receive an estimated calculation of their first bill at the point of sale. In addition, even if they do not receive their first bill during the return/cancellation period, customers signing up for service are sent a letter confirming their agreement within five days of activation. The letter details the plan selected by the customer, the contract term, the contract end date, and the ETF. (A copy of a Verizon Wireless Confirmation Letter is attached as Exhibit K.) By following the link to

www.verizonwireless.com/care identified in the Confirmation Letter next to “Questions,” or calling Customer Care, the customer can also access information on the Worry Free Guarantee.

4. Please describe the rationale for the increase in the ETF for an “advanced device.” According to press accounts of statements by a Verizon spokesperson, “[t]his has to do with the cost we pay for the device . . . [which] is far north of” the subsidized price at which Verizon makes the device available to customers. In particular, please explain: (1) the cost differentials that Verizon pays for advanced devices over what it charges its customers; (2) the ETF levels, proration schedules, and other terms and conditions of ETFs; (3) how the levels of ETFs, together with the terms and conditions, relate to these cost differentials; and (4) how this relationship varies among devices and/or among “advanced devices.”

Response: Term contracts with ETFs are mutually beneficial. They benefit consumers by enabling them to obtain access to advanced services at a significantly lower up-front cost, and they benefit Verizon Wireless by providing a steady, predictable stream of revenue that allows Verizon Wireless to recoup the extraordinarily expensive investments required to support its wireless network and operations and the cost of providing the devices at a substantial discount.¹¹ When a customer chooses to terminate early, the ETF helps Verizon Wireless recoup a portion of these costs.

The cost difference between Verizon Wireless’ purchase price and the price it charges to customers varies among the numerous devices that Verizon Wireless sells. On average, the cost differential, *i.e.*, the difference between the amount Verizon Wireless pays manufacturers for the device and the price it charges to customers on term contracts, is more than twice as large for Advanced Devices (now subject to an ETF with a starting point of \$350) than it is for more basic devices (which continue to have a starting ETF of \$175). The description of the declining ETF in Verizon Wireless’ Customer Agreement is quoted above in response to Question 2.

In addition to the difference between the purchase and selling prices of devices, Verizon Wireless incurs additional costs to sign up customers, such as advertising costs, commissions for sales personnel, and store costs. These costs are higher for Advanced Devices: for example, it takes more time (and hence increases the cost to Verizon Wireless) for sales and customer care representatives to handle customer inquiries regarding the complex advanced features and functionalities of Advanced Devices.

¹¹ See Verizon Wireless Ex Parte Letter and Enclosure, WT Docket No. 05-194 (filed Oct. 25, 2005) (declaration of Professor Jerry Hausman). Dr. Hausman’s economic analysis concluded that ETFs have “benefited consumers and increased subscribership to wireless services. Without ETFs, overall prices would be higher, and the rate structures would tend to transfer costs to consumers.” Moreover, “rate structures containing ETFs allow carriers to lower up-front consumer costs for the more expensive handsets that are necessary to take advantage of the new high-speed data transmission and other new services from a 3G network.”

Verizon Wireless also makes significant ongoing investments in its broadband networks and services that support Advanced Devices. These substantial costs, as well as other related operating costs, are put at risk when customers fail to fulfill a contractual term to which they agreed when they signed up for service and received an Advanced Device at a heavily discounted price.

The mix of devices Verizon Wireless sells has shifted dramatically towards these Advanced Devices. As a result, the overall cost to the company for providing and supporting devices to customers at low up-front cost has increased substantially. The two-tier ETF structure reflects the differences described above in the costs and risks associated with Advanced Devices versus regular devices.

The \$350 ETF for Advanced Devices reflects the substantially higher costs and risks of providing mobile broadband service. Verizon Wireless incurs these costs with the expectation that customers will enable Verizon Wireless to recoup them over time. Indeed, a customer with an Advanced Device on a voice and data service plan typically agrees to pay substantially more in monthly service fees, as compared to a customer with a more basic phone on a voice-only plan. The new ETF structure with an ETF starting at \$175 for regular devices and at \$350 for Advanced Devices reflects these differences. The \$350 ETF does not fully compensate Verizon Wireless for all these costs, particularly for customers who terminate at a relatively early point in the contract term, but it helps the company recover at least a portion of them.¹²

5. We are interested in learning whether, and to what extent, the increase in the ETF is the result of increases in the wholesale price of “advanced devices” charged by equipment manufacturers, and whether any such cost increases are uniform across all “advanced devices.” Does Verizon Wireless contemplate a similar increase in ETFs in the near future for any other devices and services?

Response: The response to Question 4 explained why Verizon Wireless has implemented a higher ETF for Advanced Devices, including factors such as the costs to Verizon Wireless of supplying Advanced Devices to customers, the rapidly increasing demand of customers for those devices compared to regular devices, and the differential between the purchase price Verizon Wireless pays to manufacturers and the price it charges to customers. Verizon Wireless has no present plans to increase the ETF in the near future for other services and devices. Like any competitive business, Verizon Wireless will continue to assess the need for further changes to its pricing structures, including ETF pricing, as economic conditions change in the future.

¹² Indeed, in the absence of an ETF, the company would be entitled to recover a far greater amount from customers who terminate early. Unless the ETF is viewed as a fee for the exercise of an option to terminate early, customers who terminate before the end of the contract term would be breaching their contractual obligation and would be liable for damages—computed as the revenue that they would have paid minus the costs that are avoided by not continuing to provide service.

6. *It appears that if a customer cancels a two-year contract after 23 months, the customer would still owe an ETF of \$120. Is this correct? If the ETF is meant to recoup the wholesale cost of the phone over the life of the contract, why does a \$120 ETF apply?*

Response: The new ETF structure for Advanced Devices begins at \$350 and declines by \$10 per month for a two-year contract. Thus, a customer terminating in the last month of a two-year contract term could be assessed an ETF of \$120. This ETF structure is fair and reasonable for several reasons. *First*, taking customers who terminate their contracts before the end of the contract term as a whole, Verizon Wireless still incurs a financial loss from early terminations, even with the \$350 ETF. On average, customers who terminated early did so with more than twelve months still left on their contracts. Verizon Wireless estimates that, at the twelve month point in the contract term, its typical loss from the early termination is more than double the applicable remaining ETF amount for an Advanced Device (\$230). Were Verizon Wireless to prorate the ETF in a manner that would reduce its amount to zero in the last month of the contract, the net losses to the company would be even greater.

Second, prorating the ETF to zero in the last month would mean that, to recoup the same amount of the losses caused by early terminations as a whole, Verizon Wireless would have to set the starting amount for the ETF higher than \$350. Customers as a whole would be worse off if Verizon Wireless were to take this approach because early terminations occur disproportionately in the early part of the contract term and relatively few customers terminate near the end of the contract term.

Third, customers nearing the end of their contract term have choices if they want to avoid the remaining ETF amount. For example, customers could simply wait for their contract to expire because it would generally be more economic for them to do so. Moreover, customers who terminate walk away with a device that retains value.

Contrary to the implication of the question, the ETF is not *limited* to the recovery of the wholesale cost of the device over the life of the contract. As explained in response to Question 4, the ETF partially compensates Verizon Wireless for all the costs and risks of providing service, which include advertising, commission, store costs, and network costs.

7. *We understand that Verizon Wireless offers a month-to-month service plan for devices purchased at full retail price from Verizon Wireless or a third party. Is this month-to-month option available for consumers purchasing “advanced devices”? If so, how would a customer find out about that option? If not, are there other options for consumers who wish to purchase an “advanced device” and a Verizon Wireless service plan without an ETF? What criteria does Verizon Wireless use to decide which devices and service plans are subject to the increased ETF? Do the terms of the increased ETF vary depending on consumers’ service plans?*

Response: Verizon Wireless offers a month-to-month option for all service plans, including those service plans associated with Advanced Devices. The *Your Guide* brochure

discloses the available contract term lengths for all plans, including the month-to-month option. Prospective customers can learn of the month-to-month option from any Verizon Wireless Sales or Customer Care representative. On the website, handset pricing for the month-to-month option is available through a pull-down menu on the page of handset choices.

One-year and two-year contracts are subject to the ETF starting at \$350 for customers who purchase an Advanced Device at the price associated with the term commitment. The terms relevant to the increased ETF do not vary by service plan.

As noted in the response to Question 1, the “Advanced Device” category includes devices with a combination of advanced capabilities, which may include: a premium HTML browser; high-resolution MP camera with optical zoom; dual processor chipsets; Wi-Fi; very high display resolution, and operating systems such as BlackBerry, Windows Mobile, Palm, or Android. These devices also include netbooks. (Service plans for USB modems and PC cards purchased at a discount are subject to a \$175 ETF.) Advanced Devices generally have more complex chip sets, microprocessors and licensed software that perform more functions than regular phones. A list of “Advance Devices” is available at www.verizonwireless.com/advanceddevices and is also attached as Exhibit A.

8. When does Verizon Wireless charge usage fees for access to Verizon Mobile Web? In particular, is there a minimum data amount or level of access that triggers charges, and if so, what is that amount or level? Which phones sold by Verizon have individual keys pre-programmed to provide for one-press access to various Mobile Web services? Is it correct that customers are charged for minimal, accidental usage by customers using these phones?

Response: Usage fees for Verizon Wireless’ mobile Internet service, Mobile Web, apply when a customer launches the Internet browser and then navigates away from the default Mobile Web homepage to sites other than a Verizon Wireless customer care site (e.g., My Verizon, the on-line customer account portal). Usage fees are not charged when a customer simply launches the Internet browser and lands on the Verizon Wireless Mobile Web homepage, which is the default setting.

Usage is measured by increments of megabytes and is charged based on the data plan to which the customer subscribes. Customers who do not subscribe to prepaid or unlimited transport bundles are charged \$1.99 for each megabyte, or fraction thereof, of data usage per month.

Most devices sold today have a default setting so that when the Internet browser is activated it will immediately link to the Mobile Web homepage (which, as indicated above, would not cause a customer to incur a fee). Where available, this link is usually on the main menu of the device for convenience since it is a commonly used application, or is accessed by pressing a “four-way” navigation key on the device. The location of the browser link has varied over the past ten years and on hundreds of Mobile Web capable devices, and is not always configurable from the main menu.

As noted above, in order to protect customers from minimal, accidental usage charges, Verizon Wireless does not charge users when the browser is launched, and opens to the Verizon Wireless Mobile Web homepage. If the browsing session ends there without the customer navigating to another webpage, the customer will not incur charges for Mobile Web browsing.

Verizon Wireless strives to ensure that customers are not billed for minimal accidental data usage charges. If a customer believes that he has been charged for such minimal accidental usage, he should call Customer Care, explain the circumstances, and request a credit. Customer Care representatives are authorized to credit the account, and also to explain to the customer how to avoid recurrence of accidental usage charges.

9. Can a customer re-program keys that provide for one-press access to various Mobile Web services to disable that function? If so, how can a customer do so, and how does Verizon inform customers how to re-program these keys? If not, how does the Verizon inform customers that these keys cannot be reprogrammed, and that consumers may be charged for pressing them accidentally? The recent article also suggested that, even if a consumer asks to have the Mobile Web feature turned off, charges are incurred for transmission of a blocking notification. Is this correct? If so, are consumers informed that they may incur charges even after turning off the feature?

Response: Certain devices can be re-programmed to remove (or add) the browser link from the main menu or change the destination for the “four-way” navigation key, but this option is not available on all Mobile Web capable devices.

However, most devices include a feature that permits customers to lock their screens to avoid accidental dialing or application launches. Use of this feature would prevent the browser link from being triggered. Each mobile device comes with a user’s manual that identifies the Screen/Phone lock feature in the index, and provides instructions on how to implement it. Also, Verizon Wireless has a technical support phone number and technicians available in each of its stores to assist customers in using this feature at no charge. If the device permits reprogramming by the user, the user’s manual would describe the procedure.

Verizon Wireless also offers customers the ability to apply data access blocks to their account for either all data access or specifically to Mobile Web. A data block can be applied through Customer Care and at point of sale. In addition, Mobile Web block can be applied on-line at the My Verizon website.

Verizon Wireless does not charge for Mobile Web blocking notifications. If the referenced article suggested that there is a charge, it was inaccurate.

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In accordance with your letter, this response is being filed in the docket related to the Commission's ETF proceeding (WT 05-194) and the docket related to the Consumer Information and Disclosure Notice of Inquiry (CG 09-158). Please let me know if you have any questions about this response.

Respectfully submitted,

A handwritten signature in black ink that reads "Kathleen Grillo". The signature is written in a cursive style with a large initial 'K' and 'G'.

Exhibits

EXHIBIT A



[Residential](#)

[Business](#)

[Wireless](#)

Advanced Device List*

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Device/Model SKU	
BlackBerry 8703E	BB8703E
BlackBerry 8830	BB8830SLV
BlackBerry 8830 Red	PRD-17070-001
BlackBerry Curve 8330	BB8330C
BlackBerry Curve 8330 Pink	BB8330PNK
BlackBerry Curve 8530 - Black	BB8530
BlackBerry Curve 8530 - Smoky Violet	BB8530L
BlackBerry Pearl 8130	PRD-16212-001
BlackBerry Pearl 8130 Pink	PRD-16970-001
BlackBerry Pearl Flip 8230	BB8230F
BlackBerry Storm - 9530	BB9530T
BlackBerry Storm2 9550	BB9550S2
BlackBerry Tour 9630	BB9630TR
BlackBerry Tour 9630 - Non Camera	BB9630TRNC
Casio Exilim C721	C721
Gateway LT2016u Netbook	LT2016u
HP Mini 110-1046NR Netbook	NB1046NR
HP Mini 1151NR netbook	NB1154NR
HP Mini 311-1037NR Netbook	NB1037NR
HTC DROID Eris	ADR6200VW
HTC Imagio	XV6975
HTC Ozone	XV6175
HTC Touch Diamond	XV6950
HTC Touch Pro	XV6850
HTC Touch Pro2	XV6875
LG Dare	LG-VX9700
LG enV Touch	LG-VX11000
LG Versa	LG-VX9600
LG Versa (Without Keypad)	LG-VX9600WOK
LG Voyager Titanium	LG-VX10000S
Motorola DROID	MOTA855
Motorola Krave	MOTZ4
Motorola Q9c	MOTQ9C
Palm Centro	CENTRO690P
Palm Treo Pro	850W
Samsung Glyde SCH-u940	SCHU940DBV
Samsung Glyde SCH-u940 Refresh	SCHU940DBE
Samsung Omnia	SCHI910ZKV
Samsung Omnia II SCH-I920	SCHI920DAV
Samsung Rogue	SCHU960ZSV
Samsung Saga SCH-i770	SCHI770DBV
Samsung SCH-i760	SCHI760ZKV
Verizon VZHUB	VZHUB
Verizon Wireless SMT5800	SMT5800VW
Verizon Wireless XV6800	XV6800
Verizon Wireless XV6900	XV6900

*Early Termination Fee of up to \$350 applies

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Was this information helpful?



No

EXHIBIT B

WISH LIST.

DROID HAS ARRIVED.

YOU ASK. IT KNOWS.
GOOGLE SEARCH™

FAST. SCARY FAST.
HIGH SPEED MOBILE BROWSING

MORE APPS. ALL AT ONCE.
RUN'S MULTITANEIOUS APPS

POSTPONE INTERRUPTIONS
INDEFINITELY.
NOTIFICATION PANEL

TELL IT. FOLLOW IT.
GOOGLE MAPS™ NAVIGATION



MOTOROLA

AVAILABLE ONLY AT
VERIZON WIRELESS

\$199⁹⁹

\$299.99 2-YR PRICE - \$100 MAIL-IN
REBATE DEBIT CARD. NEW
2-YR ACTIVATION ON VOICE PLAN
WITH EMAIL FEATURE REQ'D.

AVAILABLE NOW ON AMERICA'S LARGEST
AND MOST RELIABLE 3G NETWORK

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1.800.8.JOIN.VZ | vzw.droidwireless.com

DROID

Activation fee/line: \$35 (\$25 for secondary Family SharePlan lines w/2-yr Agrmts)
IMPORTANT CONSUMER INFORMATION: Subject to Cust. Agrmt., Calling Plan, rebate form & credit approval. Early termination fee, up to \$350 & other charges. Device capabilities. Add'l charges & conditions apply. Offers & coverage, varying by service, not available everywhere. Rebate debit card takes up to 6 weeks & expires in 12 months. Limited-time offer. While supplies last. Network details & coverage maps at verizonwireless.com. All company names, trademarks, logos, and copyrights not the property of Verizon Wireless are the property of their respective owners. DROID is a trademark of Lucasfilm Ltd. and its related companies. Used under license. © 2009 Verizon Wireless. Google and the Google logo are trademarks of Google, Inc. Google Maps Navigation is a Google Beta product. ADCODE

EXHIBIT C



BUY ONE GET ONE FREE!

Just the right gifts.
Just in time.



Samsung Intensity™
Slick messaging slider
BUY 1 GET 1 FREE
\$1999
\$69.99 2-yr. price - \$50 mail-in rebate debit card. Add'l phone: \$50 2-yr. price - \$50 mail-in rebate debit card.

LG enV® TOUCH
Verizon Wireless 3G Exclusive
Multitalented messaging machine
BUY 1 GET 1 FREE
\$9999
\$199.99 2-yr. price - \$100 mail-in rebate debit card. Add'l phone: \$100 2-yr. price - \$100 mail-in rebate debit card. Requires a Nationwide Calling Plan with data pack \$9.99 or higher.

LG enV 3
Verizon Wireless 3G Exclusive
New slimmer design
BUY 1 GET 1 FREE
\$4999
\$99.99 2-yr. price - \$50 mail-in rebate debit card. Add'l phone: \$50 2-yr. price - \$50 mail-in rebate debit card. Requires a Nationwide Calling Plan.

NEW! BlackBerry® Curve™
The features you expect. Wi-Fi you'll love.
BUY ANY BLACKBERRY, GET 1 FREE
\$9999
\$199.99 2-yr. price - \$100 mail-in rebate debit card. Free phone must be of equal or lesser value. Requires a voice plan with email feature per smartphone.

All phones and devices require new 2-yr. activation. While supplies last.

The Best Destination For Holiday Gifts.

Give America's Largest and Most Reliable Wireless Network.

Call 1.800.811.7600 Click verizonwireless.com/holiday Visit any Communications Store

**PHASE 3
REFRESH
NEA1**

Activation fee/line: \$35 (\$25 for secondary Family SharePlan™ lines w/ 2-yr. Agmt.).
IMPORTANT CONSUMER INFORMATION: Subject to Customer Agmt., Calling Plan, rebate form & credit approval. Up to \$175 early termination fee (\$350 for advanced devices) & other charges. Device capabilities. Add'l charges & conditions apply. Offers & coverage, varying by service, not available everywhere. While supplies last. Shipping charges may apply. Rebate debit card takes up to 6 weeks & expires in 12 months. All company names, trademarks, logos and copyrights not the property of Verizon Wireless are the property of their respective owners.
© 2009 Verizon Wireless. AUCODE

EXHIBIT D

You've made the right call.

Thank you for choosing Verizon Wireless – we're confident you'll enjoy being part of America's Largest and Most Reliable Wireless Network. Get started with Voice Mail tips.

Setting up and listening to Voice Mail.

Here's how to set up and access your Voice Mailbox from your wireless phone on the Verizon Wireless Network:

1. Dial *86SEND (*VM).

2. **Set Up:** Follow the prompts to create a password and greeting.

Listen: Follow the prompts to enter your password, then press #.

Here's how to set up and access your Voice Mailbox outside the Verizon Wireless Network or from any Touch Tone® phone:

1. Dial your wireless number.

2. If you hear your own greeting or a system greeting, press # to interrupt it.

3. **Set Up:** Follow the prompts to create a password and greeting.

Listen: Follow the prompts to enter your password, then press #.

Note: You will know a message is waiting for you when you see an envelope or other icon.

Cool Voice Mail features.

Skip greeting. Press * to skip a greeting and leave messages faster.

Language option. Choose between English or Spanish prompts.

Delayed message deletion. Re-save an accidentally deleted message before exiting Voice Mail session.

Callback number. Callers are prompted to press 5 to leave a callback number in the form of a text message.

National Mobile to Mobile Calling Minutes do not apply to Voice Mail setup or retrieval. You will be charged to maintain your connection to Voice Mail. When you access your Voice Mailbox from your wireless phone in your Home Rate and Coverage Area, the minutes will be deducted from your Monthly Anytime Minutes or your Night & Weekend Minutes, depending on the time that your call is placed. Voice Mail access exceeding your Monthly Anytime Minutes will be billed at the Per-Minute Rate After Allowance specified in your Plan. When you access your Voice Mailbox from your wireless phone and you are not in your Home Rate and Coverage Area, the minutes will be billed at your Plan's roaming rate (if applicable). Toll and/or long-distance charges may be incurred when accessing your Voice Mailbox from your wireless phone. No airtime is incurred when retrieving messages from a Touch Tone phone. Verizon Wireless is not liable for missed messages, or deletions of messages from your Voice Mailbox, even if you've saved them. Voice Mail is not available in some areas.

Setup: Your Voice Mailbox is not password protected until you access it and complete the new-user tutorial, which includes selection of a permanent password. Voice Mailboxes not initialized within 60 days of feature activation may be deleted.

Visualize your Voice Mail.

With Visual Voice Mail, you can see your Voice Mail messages directly on your device's screen. View, hear, reply to, save or delete your messages instantly and in any order you like. Here's how:

1. If you are a new customer (or have not set up your Voice Mail – see instructions, left), you'll have to activate the service and set up your Voice Mail password, greetings and mailbox.

2. Go to Messaging on your handset and select the Visual Voice Mail link. If you have a BlackBerry® or Windows Mobile® smartphone device, locate and click the Visual Voice Mail icon from the Home Screen.

3. Launch Visual Voice Mail. At first login, the application will ask for the same Voice Mail password you created when setting up your service. It will retain this information for future logins.

4. Follow the prompts to subscribe to Visual Voice Mail and accept the terms and conditions.

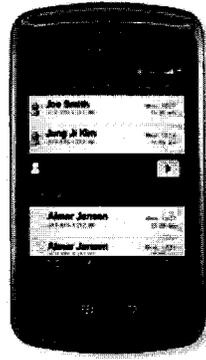
5. Close Visual Voice Mail and wait 5 minutes before re-launching.

Specific terms and conditions apply. See the Visual Voice Mail User Guide at verizonwireless.com/callingfeatures

Group Lists: Phone numbers on your distribution list must have Verizon Wireless Voice Mail activated and be in your area to receive the messages you send.

Call Forwarding: When Call Forwarding is enabled, you will not be able to access Voice Mail in some local areas or while roaming (if applicable). If you are unable to access Voice Mail, disable Call Forwarding to gain access.

Visual Voice Mail is available only in the National Enhanced Services Coverage Area and only on select devices. Basic Voice Mail required. Not compatible with Text Messaging Block. Data charges apply during application download and standard messaging rates apply for messages initiated from the application. Accessing Voice Mail, Call Forwarding, Call Return, Personal Operator and other features is subject to airtime, long distance, roaming charges and taxes, and Mobile to Mobile Calling minutes do not apply. Visual Voice Mail stores the password and Voice Mail messages in electronic format on the device. Anyone in possession of the device can access Visual Voice Mail and Voice Mail messages.



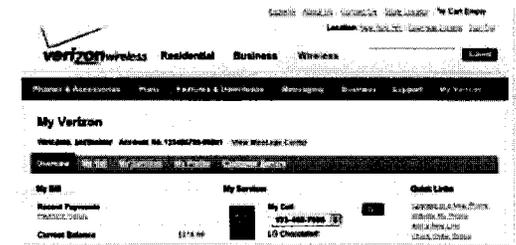
Get the My Verizon advantage.

Make the most of your account with My Verizon, where you can manage your account online, find money-saving offers and much more.

Here are just a few of the reasons you'll want to register for My Verizon:

- **Get to know your phone:** Activate online and learn more about features, messaging and downloading.
- **Set up Friends & Family®** on an eligible account and get unlimited calling to any 5 or 10 numbers. Anywhere in the U.S. Anytime.
- **Get ongoing customer support:** Set up your Voice Mail, upgrade your phone and get help when you need it.
- **Find out how to read your bill:** View charges and usage analysis, set up Paperless Billing and more.
- **Learn how to set up Verizon Safeguards** and protect yourself and your family with parental controls; call, message and Internet spam blocking; Roadside Assistance; Total Equipment Protection; and more.

Register now at verizonwireless.com/myverizon



Enter your phone number

Set up your profile

Get your password

Get Started

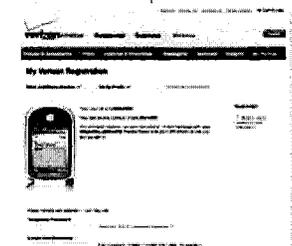
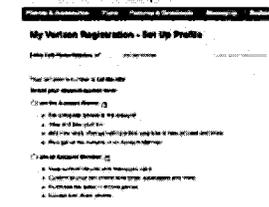
This is what you'll need to register:

- Your cell phone number
- Your cell phone
- Your billing system password, if you have one

Please enter your cell phone number:

Continue

Sign In to My Verizon



Life made easy. With My Verizon.

Customize your account, save time and money, and enjoy many other benefits when you register today.



Explore your new phone.

View an interactive phone manual with fully illustrated step-by-step instructions for using your new phone's features so you can actually see how they work.



New! Move your media.

When you switch to a new phone, there's no need to spend hours getting back your favorite Ringtones, applications and games. My Media Retrieval helps you do it all online, in minutes. Log on to My Verizon and select *My Services > My Media* to get started.*



Pick your Friends & Family.

Now's the perfect time to visit My Verizon. Manage Friends & Family online, set and change your numbers whenever you want, and get unlimited calling to the people you call most. Anywhere in the U.S. Anytime.



Manage your minutes.

My Verizon makes it easy to avoid overage fees. With Minute Check,¹ find out if you're using more minutes than your Plan includes. If you are, save money by changing to another plan, now or later. You can change your Plan without extending your contract, and you can even backdate the change to the beginning of your bill cycle.



Pay bills your way.

View or print your bills anytime. Go green and set up Paperless Billing. Make one-time payments, or use Auto Pay and never worry again about missing a payment.²

Manage your account on the go – for free.

Can't get to a computer? Get account info right on your phone with My Verizon Handset. To get My Verizon Handset,³ go to: *Mobile Web > My Verizon*. Directions may vary for BlackBerry, smartphones and other devices.

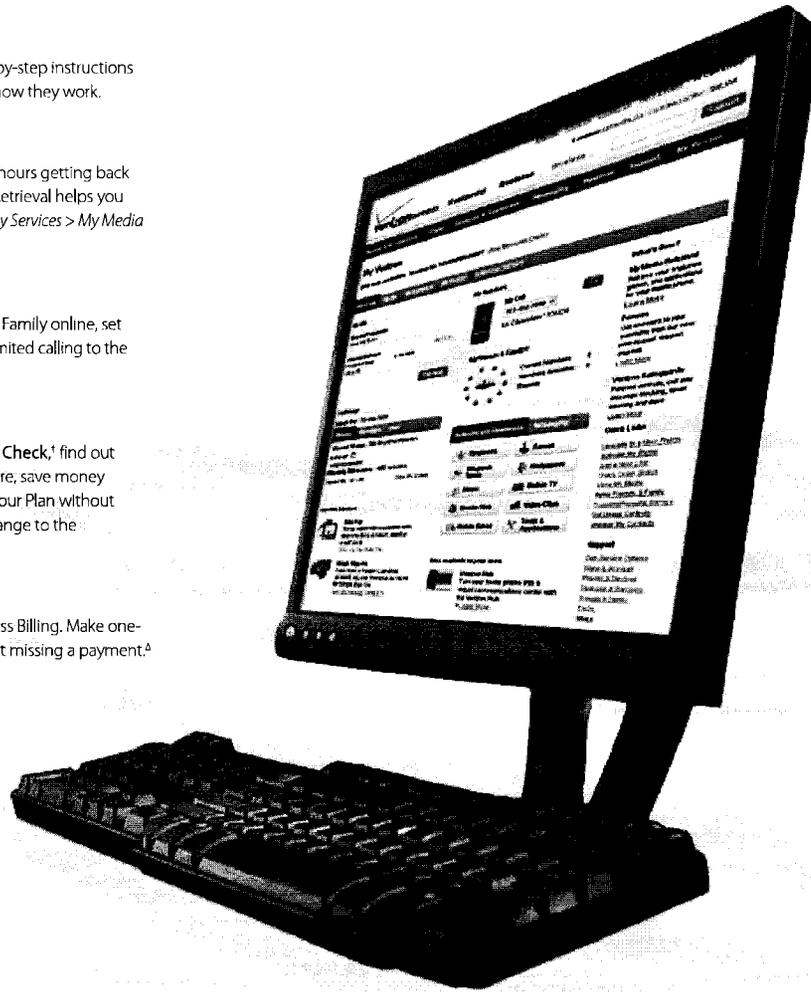
* Available to consumer customers only with Get It Now™/Media Center—capable devices who are enrolled in My Verizon. Standard content charges will apply for all downloads, unless you are retrieving eligible content to a certified like-new replacement device through My Media Retrieval. Airtime or megabyte charges, as applicable, apply for all downloads. Does not apply to business customers, federal/state government customers, national account customers, or PDA and smartphone users.

¹ See verizonwireless.com/myverizon for details. Minute Check is available for accounts with up to 10 lines that are enrolled in My Verizon.

² Detailed Billing: Customers can choose to receive a detailed bill by mail for \$1⁹⁹ per month per mobile telephone number.

³ There are no airtime or data charges for using these services from the National Enhanced Services Rate and Coverage Area.

⁴ Subject to specific terms of use. Results may vary based on backup schedule and other factors.



Register now at verizonwireless.com/myverizon



How to set up Voice Mail.

Learn how to use Voice Mail with an online demo, get time-saving Voice Mail tips, learn about cool features and more. Go to *My Services > My Phone* to find out more.



Join Verizon Community Forums.

It's the place where users help other users. Get answers to your questions, tell your stories, exchange tips and more. Start learning and sharing today.



Switch phones – instantly.

Lost your phone and can't make it to a Verizon Wireless store right now? Easily activate an old phone and don't miss a call. Lost, stolen or damaged phone? If you have Equipment Protection, place a claim online through *My Services > My Phone* and your device will be shipped via overnight delivery.



Track referral rewards.

Introduce us to your friends and you'll both get rewarded. See back cover for details.



Set some boundaries.

Be sure your kids can access only what you want them to. With Verizon Safeguards available at My Verizon, it's a snap to set up content filters and usage controls, and block unwanted calls, messages and Internet spam.



Transfer your contacts in no time.

Keep your contacts secure. When you register for My Verizon as the Account Owner, we'll waive the monthly charge for Backup Assistant™ (a \$1⁹⁹ per month value, for each line on your account).



Got questions? Get answers.

Find answers to Frequently Asked Questions about Verizon Wireless.

Let your phone do more for you.

Get Ringtones, Ringback Tones, music, games, TV clips and more.

- Music verizonwireless.com/music
- Ringtones/Ringback Tones mediastore.verizonwireless.com
- Dashboard verizonwireless.com/dashboard
- Mobile Web verizonwireless.com/mobileweb
- V CAST Mobile TV verizonwireless.com/mobiletv
- V CAST Video On Demand verizonwireless.com/videos
- V CAST Games verizonwireless.com/games

Stay in touch with messaging.

- Text Messaging verizonwireless.com/text
- Picture & Video Messaging verizonwireless.com/picture
- Animated Messaging verizonwireless.com/animatedmessaging
- Instant Messaging verizonwireless.com/im

Useful tools and applications.

- Phones & Devices verizonwireless.com/data
- Coverage Maps verizonwireless.com/coveragelocator
- Voice Mail, Caller ID, Call Forwarding, Call Waiting ... verizonwireless.com/callingfeatures
- Backup Assistant verizonwireless.com/backupassistant
- VZ Navigator™ verizonwireless.com/vznavigator
- Family Locator verizonwireless.com/familylocator
- Usage Controls verizonwireless.com/usagecontrols
- Local Number Portability verizonwireless.com/lnp
- Online Learning Center verizonwireless.com/learning



Terms & Conditions

My Verizon Wireless Customer Agreement

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

Thanks for choosing Verizon Wireless. In this Customer Agreement, you'll find important information about your Service, including your minimum contract term, what happens if you cancel a line of Service early or don't pay on time, our ability to make changes to your Service or this agreement's terms, our liability if things don't work as planned, and how disputes are resolved.

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. You can also subscribe to several Optional Services, like text messaging packages. Together, your Plan and any Optional Services you select are your Service. The terms and conditions for your Service can be found in the brochures that are available when you activate, or online at verizonwireless.com.

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 using your wireless device.

When you accept, you're representing that you are at least 18 years old and are legally able to accept an agreement. If you're accepting for an organization, you're representing that you are authorized to bind that organization, and where the context requires, "you" means the organization.

If you don't want to accept, don't do any of these things. If you do accept, you can cancel a line of Service within 30 days of accepting without having to pay an early termination fee as long as you return any equipment you purchased from us at the time you accepted, but you'll still have to pay for your Service through that date.

My Privacy

We may collect personal information about you. We may also 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 the Verizon Privacy Policy, available at verizon.com/privacy. 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.

What Happens If My Service Is Canceled Before the End of My Contract Term?

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'll have to pay an early termination fee. If your contract term results from your purchase of an advanced device after November 14, 2009, your early termination fee will be \$350 minus \$10 for each full month of your contract term that you complete. (For a complete list of advanced devices, check verizonwireless.com/advanceddevices.) Otherwise, 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. Also, if you bought your wireless device from an authorized agent or third-party vendor, you should check if they charge a separate termination fee.

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 Account?

No problem – just tell us by phone, in person, or in writing. You can appoint someone to manage your 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 send you written notice first. If you use your Service after the change takes effect, that means you're accepting the change. But if 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.

My Wireless Device

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

your wireless device's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use your wireless device. You don't own the software in any SIM (Subscriber Identity Module) card that you may use with your Service. The SIM card software is licensed to you for use with the Service only, and we may change it remotely and without notice. If you bought a wireless device from Verizon Wireless that doesn't use a SIM card, 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. Our charges include Federal Universal Service, Regulatory and 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 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 wireless network. Sometimes roaming happens even when you're within your Coverage Area. There may be higher rates and extra charges (including charges for long distance, tolls or calls that don't connect) for roaming calls, depending on your Plan.

How Does Verizon Wireless Calculate My Bill?

For charges based on the amount of time used, we'll round up any fraction to the next full minute. For outgoing calls, usage time starts when you first press **SEND** or the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press **END** or after the call disconnects. For calls made on our network, we only charge for calls that are answered, including by machines. Usage cannot always be processed right away and may be included in a later bill, but the usage will still count towards your allowance for the month when the Service was used. Remember, you can always dispute your bill within 180 days of receiving it, but unless otherwise provided by law or unless you're disputing charges

because your wireless device was lost or stolen, you still have to pay all charges until the dispute is resolved.

What Are My Rights for Dropped Calls or Interrupted Service?

If you drop a call in your Coverage Area, redial. If it's answered within 5 minutes, call us within 90 days and we'll give you a 1-minute airtime credit. If you lose Service in your Coverage Area for more than 24 hours in a row and we're at fault, call us within 180 days and we'll give you a credit for the time lost. Please be aware that these are your only rights for dropped calls or interrupted Service.

About My Payments

If 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.) If we use a collection agency to collect from you, we may charge you for any fees the collection agency charges us, if allowed by law in the state of your billing address when we first send your account to a collection agency. 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. We may charge you up to \$25 for any returned check. You may have to pay a fee to activate Service or to reconnect Service if it is interrupted for non-payment or suspended for any reason.

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 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: (i) if you: (a) breach this agreement; (b) pay late more than once in any 12 months; (c) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (d) provide credit information we can't verify; (e) are unable to pay us or go bankrupt; (f) resell your Service; (g) use your Service for any illegal purpose, including use that violates trade and economic sanctions

and prohibitions promulgated by any U.S. governmental agency; (h) 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; (i) steal from or lie to us; or (ii) if you, any user of your device 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.

Am I Eligible for Special Discounts?

You may be eligible for a discount if you are and remain affiliated with an organization that has an agreement with us. Unless your discount is through a government employee discount program, we may share certain information about your Service (including your name, your wireless telephone number and your total monthly charges) with your organization from time to time to make sure you're still eligible. We may adjust or remove your discount according to your organization's agreement with us, and remove your discount if your eligibility ends or your contract term expires. In any case, this won't be considered to have a material adverse effect on you.

Disclaimer of Warranties

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, 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.

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 in its favor 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 the same damages and relief, and must honor the same terms in this agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too. We also both agree that:

(1) The Federal Arbitration Act applies to this agreement. Except for small claims court cases that qualify, any dispute that results from this agreement or from the Services you receive from us (or from any advertising for any products or Services) will be resolved by one or more neutral arbitrators before the American Arbitration Association ("AAA") or Better Business Bureau ("BBB"). You can also bring any issues you may have to the attention of federal, state, or local government agencies, and if the law allows, they can seek relief against us for you.

(2) Unless you and Verizon Wireless agree otherwise, the arbitration will take place in the county of your billing address. For claims over \$10,000, the AAA's Wireless Industry Arbitration ("WIA") rules will apply. We agree that in large/complex 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.adr.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 arbitrations even if the AAA or BBB procedures or rules would. The arbitrator may award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.**

(4) As part of your agreement to arbitrate on an individual basis, we provide you with a free internal mediation program. In our mediation program, we assign someone who's not directly involved in the dispute (though possibly from our company) to help both sides reach an agreement. That person has all the rights and protections of a mediator. 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 mediation request form to fill out, and mail it to us at the address shown on the form. Or if you'd prefer to start the

arbitration process, please contact the AAA or BBB for the forms you'll need to submit.

(5) If you opt for the mediation program and take part in at least one mediation session by phone, but we aren't able to settle the dispute between us, we'll pay any filing fee that the AAA or BBB charges you for arbitration of the dispute. 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).

(6) We may make a written settlement offer anytime before arbitration begins. If you don't accept the offer, or if we don't make you an offer, and the arbitrator awards you an amount of money that's more than our offer 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 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 agreement to arbitrate will not apply.

(9) Also, 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.

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 3 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 3 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, 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 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 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

Account Manager

Sharing Your Account Access

Adding an Account Manager gives another person authority to manage your account on a day-to-day basis. This includes the authority to change the address on your account, request plan changes, add features and more, as well as have access to all of your account information, including payment history. Account Managers must be 18 years old and can enter into contracts and perform all transactions regarding all lines on your account **except** for the following:

- Change account password
- Add/change Account Manager
- Perform Assumption of Liability (AOL)

Here are some other steps you can take to protect yourself:

- Report a lost or stolen phone to the police and Verizon Wireless immediately.
- Never leave your phone unattended, especially in your office or car.
- When not in use, lock phone using your lock code.
- Review your bill and report any suspicious calling activity. If we conclude that the calls are fraudulent, you will not be held responsible for the charges.
- Record your phone's electronic serial number in this Welcome Guide and keep it in a safe place.
- Have your phone serviced only at a Verizon Wireless Communications Store or an authorized agent or retailer, manufacturer's service center or other repair center authorized by the manufacturer.

Wireless Safety & Assistance

Important Information on Radio Frequency Emissions and Responsible Driving

You can find important and useful information on Radio Frequency Emissions and Responsible Driving in your Quick Reference Guide and on our website. Visit verizonwireless.com and click on the links at the bottom of the home page.

Location Information

Your wireless device can determine its (and your) physical, geographical location ("Location Information"). Certain software applications are capable of accessing, collecting and using Location Information and disclosing the information to the application provider and other people. You should use caution when determining whether or not Location Information should be made available to them. You should carefully review the privacy policies of application providers and third parties who you allow access to Location Information, and you should know that significant risks can be associated with disclosing Location Information to others. To limit potential unauthorized access to your Location Information, Verizon Wireless phones are preset to "E911 ONLY" which will only allow emergency response personnel to locate you if you dial 9-1-1 from your phone. Other wireless devices (such as Broadband Data Cards) only have "LOCATION ON" and "LOCATION OFF" settings. By changing the setting to "LOCATION ON" you are enabling third-party access to Location Information through software, widgets or peripheral components you choose to download, add or attach to your wireless device or through web access, messaging capabilities or other means. Verizon Wireless encourages you to check your wireless device periodically and only use software, widgets and peripheral components that are obtained from reliable sources. When you use your mobile browser or other services and applications, you authorize Verizon Wireless to collect, use and disclose your Location Information as appropriate to provide you with any location services that you enabled. Verizon Wireless does not retain Location Information longer than necessary to provide the services to you. We will not knowingly disclose your Location Information to third parties without your consent, except as required by law.

Toll-Free Calls and Emergency Services

Calls to 800, 855, 866, 877 and 888 numbers are toll-free; however, you will be billed for airtime. The exceptions are calls to Verizon Wireless Customer Service and Technical Support (press *611 SEND from your wireless phone) and emergency calls (911), which are toll- and airtime-free. 911 Emergency Assistance: 911 SEND (toll- and airtime-free from your wireless phone).

Fraud Prevention

Verizon Wireless wants to protect your privacy and works hard to prevent unauthorized phone usage or fraud. Wireless phone numbers and calls are capable of being intercepted by someone with specialized equipment. We use anti-fraud technology to make fraudulent calling very difficult, particularly on digital calls. When roaming in some areas outside our network, you may still need to enter a PIN code before you can place calls. If you did not receive a PIN code when you enrolled for service, and you need one, please call Customer Service.

FCC Rules and Regulations

The Federal Communications Commission (FCC) requires that wireless phones be operated in accordance with FCC rules and regulations and under supervision of the licensee.

Severe punishment can result from failure to comply with the following regulations:

- No person shall knowingly utter or transmit any false or fraudulent signal or distress communication.
- No person shall willfully or maliciously interfere with, or cause interference to, any radio communication or signal.
- It is unlawful to "listen in" on conversations intended for others or to divulge any information thereby obtained.
- No person shall utter any obscene, indecent or profane language by means of radio communication.

National Do Not Call Registry Program as It Relates to Your Wireless Phone

- FCC regulations prohibit telemarketers from using automated dialers to call wireless phone numbers.
- The federal government does not maintain a national wireless phone registry.
- Personal wireless phone users can add their wireless numbers to the National Do Not Call Registry by either of the following methods:
 1. By telephone: 1.888.382.1222 from the telephone number you wish to register.
 2. Online at: www.dontcall.gov

Registrations become effective within 31 days of signing up and are active for five years. There is no cutoff date or deadline for registrations.

For additional details, please visit www.fcc.gov

Assistive Communication Devices

TTY (Text Telephony) or TDD (Telecommunications Device for the Deaf) allows individuals who are deaf, hard of hearing or have speech or language disabilities to communicate by telephone. When a user types his or her conversation on a TTY keyboard, it is transmitted as tones through the telephone. The tones are received by the other person's TTY, translated into text and displayed on a screen. In order to use the TTY network, your phone must be TTY-compatible and must be in the TTY mode in order to place or receive calls. Please note that most digital wireless phones are TTY-compatible devices.

Content Filters

Verizon Wireless offers you the ability to filter unwanted content using Content Filters. Content Filters gives Account Owners the ability to place restrictions on what type of content can be accessed on their own or their children's wireless device. This service is provided to Account Owners at no additional charge and allows Account Owners to establish filter settings for each line on their account. There are currently three filter settings available (Child - 7+, Teen - 13+ and Young Adult - 17+). The default setting is **Filter Off**. Currently, Content Filters can filter video clips available through V CAST Video On Demand, websites accessible through most wireless devices, short code-based messaging campaigns and "Explicit" labeled music on V CAST Music with Rhapsody®. Content from other sources, including *Get It Now/Media Center*, is not filtered at this time. Other limitations apply. Visit verizonwireless.com/usagecontrols or call 1.800.922.0204 for additional information.

Security Deposit

You may have been asked to leave a security deposit at the time you activated your wireless service. You are eligible to receive your security deposit back at the end of one year of uninterrupted service, or upon termination of your service. Your deposit will automatically be refunded after one year, including interest, provided that you have kept your account in "good standing" (this means that you paid your bill continuously for one year in a timely manner). This refund may take up to three billing cycles to be processed. Should you be disconnected at any time during the first year for lack of payment, you forfeit any interest accrued during that time frame. If you terminate your service, but have not paid your final bill, the deposit will be applied to your account, and you will receive any remaining funds. If your service is terminated after the initial 30-day Worry Free Guarantee period but before the end of your minimum term, your deposit will be applied against the Early Termination Fee in addition to any outstanding balance before a check is processed.

Connecticut Customers Only

If you have any questions about your bill or concerns about your service, please call Customer Service at **1.800.922.0204** or dial ***611** from your wireless phone.

If we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUIC):

Online: www.state.ct.us/dpic

Phone: **1.866.381.2355**

Mail: Connecticut DPUIC
10 Franklin Square
New Britain, CT 06051

Satisfaction Guarantee

You may terminate service for any reason within 30 days of activation. If you purchase equipment from Verizon Wireless at a promotional price at the time of activation, you must return that equipment to avoid being assessed an Early Termination Fee of \$175, or \$350 if you purchased an Advanced Device. You will remain responsible for your Activation Fee unless you terminate service within three days of activation. You will also be responsible for all applicable usage fees, prioritized access charges, taxes, surcharges or other charges that accrued to your account through the termination date. Items must be returned/exchanged in the original packing with all of the original components in like-new condition and be accompanied by an original purchase receipt within 30 days. A \$35 restocking fee will apply if you exchange your device for a different model or color, or if you return your device and within three days purchase another one (excluding Hawaii). For the Verizon Wireless Digital Voice product, exchange will be permitted for defective equipment only. If you paid a security deposit, it may take between 30 and 60 days to process the return of your security deposit. The charges for any service used on the account before the service termination date may be applied against your security deposit.

Return & Exchange Policy (for purchases from Verizon Wireless)

Phone/Accessory Return Policy
We will gladly accept returns or make exchanges on all merchandise purchased from Verizon Wireless within 30 days of purchase.

Return and Service Termination
You may return any or all of your merchandise for any reason within 30 days of purchase.

The original customer receipt must accompany all returns. If you cancel your service after the 30-day period, but prior to the expiration of your minimum term, you will be responsible for the Activation Fee, all applicable usage fees, access charges, taxes, surcharges or other charges that accrued to your account through the termination date, including an Early Termination Fee of up to \$175, or up to \$350 if your Contract Term results from your purchase of an Advanced Device after November 14, 2009. For a complete list of Advanced Devices, go to verizonwireless.com/advanceddevices

If you return your merchandise, even by mistake, more than 30 days after your purchase, you will not receive a refund and the merchandise you returned will not be returned to you.

At our discretion, we may decline your return or charge you a fee for a missing item, or for items that we determine are damaged or require service. If you return and we accept your merchandise within the 30-day return period, we will refund your merchandise's purchase price. If you return a phone without a UPC on the box, the amount of the refund will be reduced by the amount of any mail-in rebate that was available for the phone at the time of purchase. Purchases made by cash or check, credit card or gift card will be refunded by check, credit card or gift card, respectively.

If you received your merchandise through a "Buy One, Get One Free" or similar offer, both items must be returned in order to receive a refund. If you received a discount based on the purchase of an item, the return of that item will result in the forfeit of the discount, which may be deducted from any refund amount. For exchanges for the same merchandise make and model, only the item to be exchanged needs to be included. If Verizon Wireless must remove installed equipment from a vehicle or fixed location in order to return or exchange it, you will be charged a service fee.

Opened software purchased separately may be exchanged only for the exact same item at a Verizon Wireless Communications Store and may not be returned for refund.

Before returning or exchanging any product that has data in its memory, please transfer all files you wish to retain to another file source. Once the product is returned, your files cannot be recovered.

This return policy does not apply to customers who have purchased a Prepaid Plan.

Because the FCC requires that carriers convert nearly all of their devices to GPS capability, Verizon Wireless will no longer allow non-GPS phones to be activated on our network. If you upgrade from a non-GPS-capable to a GPS-capable phone and then return it within the 30-day period, Verizon Wireless will not allow the older non-GPS-capable phone back on our network. We will, however, allow you to exchange your new phone for another GPS-capable device that will meet your needs.

If you purchased your merchandise from the Verizon Wireless Online Store or by phone, please follow the instructions below to process your return:

- *Returning your merchandise does not automatically terminate your service. In order to cancel your service, you MUST contact Customer Service at the phone number on your receipt.*
- Pack the merchandise (including phone, charger, battery, instructions, etc.) in its ORIGINAL box and shipping carton.
- All merchandise must be in like-new condition. The original customer receipt must accompany all returns. Refunds will only be issued to the purchaser whose name appears on the receipt. Please retain a copy of the receipt for your records.
- Complete the prepaid, pre-addressed return-shipping label enclosed with your purchase and affix it to the outside of the shipping carton. Please retain a copy of the shipping label for your records as proof of shipment. Verizon Wireless cannot process any claims, or provide refunds, for lost or missing returns without tracking information. The shipping label should be addressed to:
**Verizon Wireless
c/o New Breed
4320 N. Sylvania Avenue
Fort Worth, TX 76137**

• Call 1.800.GO.FEDEX (1.800.463.3339) to schedule a pickup or locate the nearest drop-off location. Please do not send your merchandise through the post office, as Verizon Wireless will not pay postage.

• To track your return shipment via FEDEX call 1.800.GO.FEDEX or 1.800.238.5355. You can also track your return shipment online at www.fedex.com. If your return shipment is via another courier, please see courier's return label for specific tracking procedures.

If you purchased your merchandise from a Verizon Wireless Communications Store, please follow the instructions below to process your return:

- Customers who purchased their merchandise at a Verizon Wireless Communications Store should return/exchange their merchandise at a Verizon Wireless Communications Store only.
- Pack the merchandise (including phone, charger, battery, instructions, etc.) in its ORIGINAL box.
- All merchandise must be in like-new condition. The original customer receipt must accompany all returns. Please retain a copy of the receipt for your records.
- Return the merchandise to any Verizon Wireless Communications Store.
- Returning your merchandise does not automatically terminate your service. Cancellation of service can only be done at the request of the customer.

If you purchased your equipment from another retailer, the retailer's return policy applies.

Gift Card Returns

Gift Cards can be returned at a Verizon Wireless Communications Store within 30 days of the date of purchase if accompanied by the original receipt. If the Gift Card was purchased from the Verizon Wireless Online Store, please visit your nearest Verizon Wireless Communications Store to process the return. The online store is unable to process Gift Card returns.

Exchange New Merchandise

Within 30 days of purchase of new merchandise, you may exchange it one time. In order to make the exchange, return the merchandise (including phone, charger, battery, instructions, etc.) in its ORIGINAL box. All merchandise must be in like-new condition. Please have your customer receipt available as proof of purchase. A \$35 restocking fee will apply. For the Verizon Wireless Digital Voice product, exchange will be permitted for defective equipment only.

Shipping charges may apply to exchange merchandise sent to you by Verizon Wireless.

If you purchased your merchandise from the Verizon Wireless Online Store or over the phone from one of our Telemarketing or Customer Service Representatives, please contact the phone number on your customer receipt for additional details on completing your exchange.

If you purchased your merchandise from a Verizon Wireless Communications Store, please contact the store for additional information on completing your exchange.

If you purchased your merchandise from another retailer, the retailer's exchange policy applies.

Device Exchange Program

If you have any questions about activating or returning your device, just contact Verizon Wireless toll-free at **1.866.406.5154** from another phone. We'll diagnose the issue with you right over the phone. If we can't resolve the problem while you're on the line and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a certified like-new replacement (either a like unit or one of comparable quality) right to your door at no cost to you.

If you call us after the return and exchange period, the device you receive may be reconditioned equipment. Certified like-new replacement devices will carry the remaining warranty period from the original device, or 90 days, whichever is greater.

If the original one-year warranty period has expired, Verizon Wireless will assess a fee if you wish to replace a defective device due to electrical malfunction or manufacturer defect. The fee for certified like-new replacement devices after one year from original purchase is \$50. **You have 30 days from the date of activation of a new device to enroll in Extended Warranty, which provides coverage for out-of-warranty device failures due to electrical or mechanical malfunction, or Total Equipment Coverage. There is no fee to replace a defective device if you are enrolled in Total Equipment Coverage.**

Devices subjected to neglect, misuse, liquid damage, unreasonable wear and tear, and the like are not eligible for any return or exchange program. This program does not cover devices on Prepaid Accounts or lost or stolen devices.

These policies do not limit or supersede any existing manufacturer's warranties. **This program may be considered to be a "warranty" or "service contract" in certain states. In these states, please refer to the Extended Limited Warranty or Service Contract section for full details.**

When returning merchandise, don't forget to:

- Cancel your service by contacting Customer Service at the phone number on your receipt.
- Pack the merchandise in its original box and shipping carton.
- Include the original customer receipt and retain a copy for your records.
- Complete the prepaid, pre-addressed return-shipping label and affix it to the outside of the shipping carton.
- Retain a copy of the shipping label as proof of shipment.

Be sure to follow all the steps above to ensure you receive credit for your returned items.

Extended Limited Warranty or Service Contract

(Important Information for Customers Who Enroll in the Extended Limited Warranty or Service Contract)

I. Service Contract or Extended Limited Warranty:
IF YOU PURCHASED YOUR DEVICE, AS STATED ON THE RECEIPT, IN ALABAMA, CALIFORNIA, HAWAII, KENTUCKY, ILLINOIS, NEVADA, NEW YORK, OKLAHOMA, OREGON, SOUTH CAROLINA, TEXAS, VERMONT, WASHINGTON OR WYOMING, THIS DOCUMENT IS A SERVICE CONTRACT. OTHERWISE, IT IS AN EXTENDED LIMITED WARRANTY.

II. Fees: You will be billed a monthly charge in the amount of \$199, in advance, to receive this Warranty or Service Contract. If you purchase this protection as a part of the Verizon Wireless Total Equipment Coverage package, you will be billed \$199 (Advanced Devices) or \$199 (Phones). The fee is based on your equipment protection program and/or price plan. If, during the term of this agreement, you change your price plan or protection program, the fee may be increased.

III. What This Agreement Covers:

A. COVERAGE IF IT IS AN EXTENDED LIMITED WARRANTY:
1. Verizon Wireless warrants your individually owned wireless device (hereinafter the "Product") against defects in material and workmanship under normal use and service. **THIS WARRANTY COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES OR BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.**

2. At its option, Verizon Wireless will replace the Product during the warranty period at no charge, as long as you return it in accordance with the terms of this Warranty to a Verizon Wireless Communications Store or other location specified by Verizon Wireless. The replacement device may be a new or reconditioned device of equal or comparable value to the Product. Non-original manufacturer's parts may be used in reconditioned devices. All Products returned to Verizon Wireless shall become the property of Verizon Wireless.

B. COVERAGE IF IT IS A SERVICE CONTRACT:

If there is a defect (including pre-existing) in the material and/or workmanship of your individually owned wireless device (hereinafter the "Product"), and the Product has been subject only to normal use and service, Verizon Wireless agrees to replace the Product at no charge, as long as you return it in accordance with the terms of this Service Contract to a Verizon Wireless Communications Store or another location specified by Verizon Wireless. The replacement device may be a new or reconditioned device of equal or comparable value to the Product. Non-original manufacturer's parts may be used in reconditioned devices. All Products replaced by Verizon Wireless shall become the property of Verizon Wireless. **THIS SERVICE CONTRACT COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES OR BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.**

IV. What This Warranty or Service Contract Does Not Cover:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner;
- B. Defects or damage from misuse, accident or neglect;
- C. Defects or damage from improper testing, operation, maintenance, installation, adjustment or any alteration or modification of any kind;
- D. Breakage or damage to antennas unless caused directly by defects in material or workmanship;
- E. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim;
- F. Products with labels removed or illegible serial numbers;
- G. Defects or damage due to spills of or immersion in food or liquid;
- H. Scratches on all plastic surfaces and externally exposed parts resulting from normal use, and/or
- I. Damage resulting from normal wear and tear.

V. How Long This Warranty or Service Contract Lasts: Verizon Wireless will provide the warranties or benefits, described in Paragraph III, for as long as you subscribe to this program, from the date you activate service or for the duration of your continuous active service with Verizon Wireless using the Product, whichever is less. Activation will be deemed to be no later than fifteen (15) days from the date of delivery of the Product to you, the owner.

VI. How to Get Your Replacement Device Under This Agreement: To receive your replacement device, present your Product to any Verizon Wireless Communications Store, along with your bill of sale or comparable substitute proof of sale. If you are enrolled in either the Extended Warranty or the Total Equipment Coverage program, call **1.866.406.5154** (toll free from a landline phone) and we'll diagnose the issue with you right over the phone. You may also visit any Verizon Wireless store to diagnose and address the problem with your wireless device.

VII. Your Obligations Under This Warranty or Service Contract: You must use the Product in a normal way; you must protect against further damage to the Product if there is a covered defect; you must follow the Product's instruction manual.

VIII. How and When You or We May Terminate This Warranty or Service Contract:

A. Subject to Paragraph VIII.B, we may terminate this Warranty or Service Contract at any time. You may terminate this Warranty or Service Contract at any time. If your wireless service with Verizon Wireless is terminated or expires for any reason, you will be deemed to have terminated this Warranty or Service Contract. If you or Verizon Wireless terminate this Warranty or Service Contract more than thirty (30) days after receiving this Warranty or Service Contract, you will receive a prorated refund of your monthly fee for this Warranty or Service Contract, as applicable.

B. For residents of Georgia, this Service Contract can only be terminated by Verizon Wireless for fraud, material misrepresentation or your failure to pay amounts due hereunder. For residents of Nevada, Verizon Wireless may not terminate this Service Contract before the expiration of the agreed term. If the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract; or (3) perform any act or omission or violate any condition of this Service Contract, after the effective date of this Service Contract that substantially and materially increases the service required under this Service Contract. Cancellation of this Service Contract by Verizon Wireless will be effective fifteen (15) days after you receive the notice of cancellation.

C. If within thirty (30) days of receiving this Warranty or Service Contract you wish to cancel service and you have not made a claim under this Warranty or Service Contract, simply notify Verizon Wireless and we will refund all fees paid up to the date of termination.

D. IF YOU CANCEL AS DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH, VERIZON WIRELESS MUST PROVIDE YOU WITH A FULL REFUND NO LATER THAN THIRTY (30) DAYS AFTER YOU NOTIFY VERIZON WIRELESS THAT YOU WISH TO CANCEL THIS WARRANTY OR SERVICE CONTRACT. IF VERIZON WIRELESS DOES NOT REFUND YOUR MONEY DURING THIS TIME PERIOD, YOU ARE ENTITLED TO RECEIVE A REFUND IN THE AMOUNT OF WHAT YOU PAID, PLUS AN EXTRA TEN PERCENT (10%) FOR EACH MONTH IN WHICH YOUR MONEY IS NOT REFUNDED.

IX. Other Conditions:

A. This Warranty or Service Contract is extended to the original subscriber buyer only and may not be assigned or transferred to subsequent subscriber buyers. This is Verizon Wireless' complete Warranty or Service Contract for your Product. Verizon Wireless assumes no obligation or liability for additions or modifications to this Warranty or Service Contract unless made in writing and signed by an officer of Verizon Wireless. If this document is a Warranty, Verizon Wireless does not warrant the installation, maintenance or service of the equipment, accessories, batteries or parts.

B. Verizon Wireless cannot be responsible in any way under this Warranty or Service Contract for any ancillary equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment. All such equipment is expressly excluded from this Warranty or Service Contract. Furthermore, Verizon Wireless cannot be responsible for any damage to the Product resulting from the use of ancillary equipment not furnished by Verizon Wireless for use with individually owned equipment.

C. When the Product is used in conjunction with ancillary or peripheral equipment not furnished by Verizon Wireless, Verizon Wireless does not warrant and shall not supply service in connection with the operation of the Product/peripheral combination, and Verizon Wireless will honor no warranty or service claim where the Product is used in such a combination and it is determined by Verizon Wireless that there is no fault with the Product. Verizon Wireless specifically disclaims any responsibility for any damage caused in any way by the use of product accessories and peripherals (specific examples include, but are not limited to, batteries, chargers, adapters and power supplies) when such accessories and peripherals are not furnished by Verizon Wireless.

X. General Provisions If This Is a Warranty:

A. This Warranty sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. FURTHER, NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY VERIZON WIRELESS.

B. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

C. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

XI. General Provisions If This Is a Service Contract:

A. This Service Contract sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS DOCUMENT IS NOT A WARRANTY.

B. Obligations of Verizon Wireless under this Service Contract are backed by the full faith and credit of Verizon Wireless.

XII. Other Rights:

A. This Warranty or Service Contract gives you specific legal rights. You may have additional rights that vary from state to state.

B. Residents of Georgia and Kentucky may file a claim with Federal Insurance Co., 15 Mountain View Road, Warren, NJ 07059, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss. Residents of Connecticut may file a claim with Balboa Insurance Company, Suite 200, 3349 Michelson Drive, Irvine, CA 92612-8893 directly if Verizon Wireless fails to perform according to the terms hereof.

C. Resolution of Disputes for Connecticut Residents Only: Any disputes between Verizon Wireless and residents of Connecticut arising under this Warranty shall be decided by an arbitration process. A written complaint containing a description of the dispute, the purchase price, the cost of the repair of the Product and a copy of the warranty form can be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

D. Defective equipment must be returned or holder will be subject to a non-return fee equal to the cost of the nonpromotion retail price. Subject to equipment availability at time of processing, Customer agrees to "like" device if same model is no longer available.

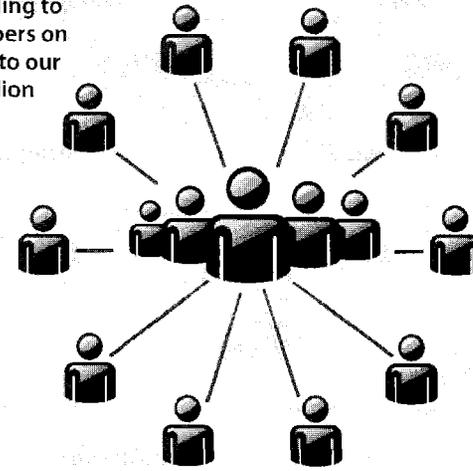
SELLER:
(Entity Financially and Legally Obligated to Perform Service)

Verizon Wireless Services, LLC
One Verizon Way
Basking Ridge, NJ 07920-1097

Friends & Family[®]

Connect more. Spend less.

Get unlimited calling to your top 10 numbers on any network and to our more than 80 million customers. And the best part is you won't use a single minute.



3 easy ways to sign up!

Online:
To log in or set up an account, visit verizonwireless.com/myverizon. In the Overview tab, under Introducing Friends & Family, click on *Manage*. On the next screen, click on *Activate My Friends & Family*.

From your handset:
Go to Mobile Web and select Verizon Services. Then click on *My Verizon* and then *Friends & Family*.

Automated phone system:
Dial 1.800.922.0204 or **6 6 1 1** **SEND**. Follow the prompts for Friends & Family.

Pick 5 Friends
Nationwide Single-Line Plans with 900+ Anytime Minutes

Friend or Family name	Phone Number
1	() -
2	() -
3	() -
4	() -
5	() -
Pick 10 Friends Nationwide Family SharePlan [®] Lines with 1400+ Anytime Minutes	
6	() -
7	() -
8	() -
9	() -
10	() -

Subject to Customer Agreement and Plan. Only calls from Nationwide Coverage Area to and from designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, customer's own wireless or Voice Mail access numbers, or access gateways to and from other providers' voice or data communications systems) included; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits. My Verizon required to set up and manage Friends & Family numbers. Coverage varies by service and is not available everywhere.

EXHIBIT E

Why Choose Verizon Wireless?

We provide America's Largest and Most Reliable Wireless Network.

Make calls, send emails and download files on America's Largest and Most Reliable Wireless Network.

We rank #1 in customer loyalty.

More people choose and stay with Verizon Wireless than any other wireless brand.

Worry Free Guarantee®

Our Worry Free Guarantee gives you peace of mind. No wireless provider stands behind you like Verizon Wireless.

We offer the hottest entertainment and devices.

Get V CAST Mobile TV; V CAST Music with Rhapsody®; V CAST Media Manager; hot new games; Text, Picture, Video and Instant Messaging; Ringtones and Ringback Tones; cool devices like DROID by Motorola; great accessories and more!

Mobile to Mobile Calling

Join the Verizon Wireless Mobile to Mobile Calling Family. Over 80 million strong. Included on Verizon Wireless Nationwide Plans starting at \$39⁹⁹ and higher (from within the Nationwide Rate and Coverage Area).

Friends & Family

Get unlimited calling to the people you call most – even if they're on landlines or other wireless networks. Choose up to 5 numbers for individual plans and up to 10 numbers for family plans!

We travel with you, around the corner and around the globe.

With Global Services from Verizon Wireless, you get voice service in more than 220 and data service in more than 185 international destinations, with 3G service in more than 75. So whenever you go, we'll be there to keep you connected.

We're not 100% satisfied unless you are. Please let us know what you think.

At Verizon Wireless, we really value your opinion. Visit verizonwirelessurvey.com and tell us how we're doing.

Network details at verizonwireless.com. Loyalty claim based on more people choosing to use the Verizon Wireless brand every day and national publicly available churn (customer turnover) percentages.



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CONSUMER TRENDS

Winter 2009/2010 | FREE



Your Guide

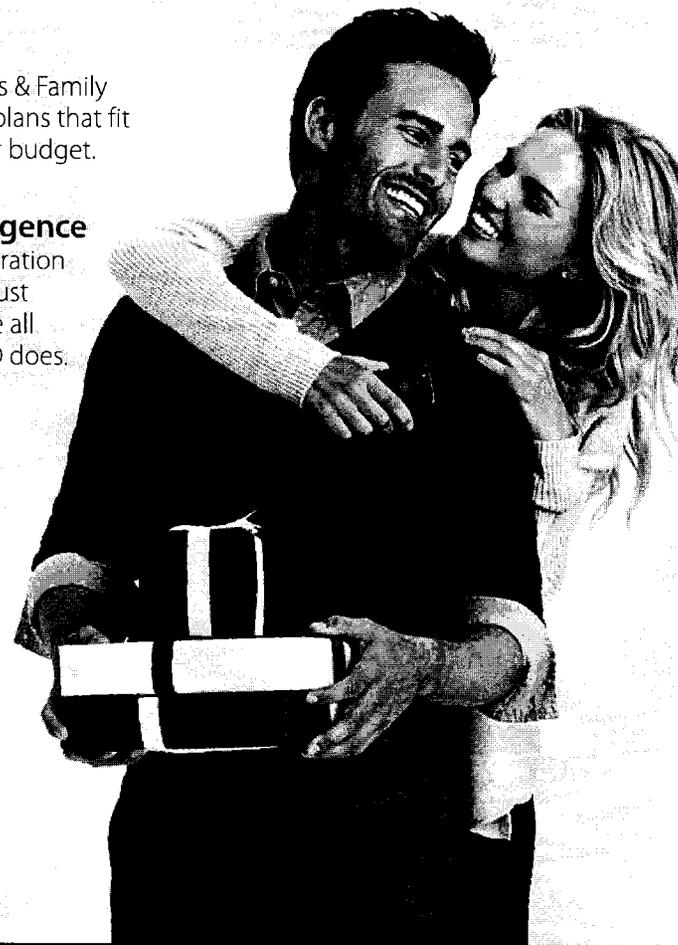
Latest phones, plans, pricing and more

Get Closer

Keep your Friends & Family connected with plans that fit your life and your budget.

Mobile Intelligence

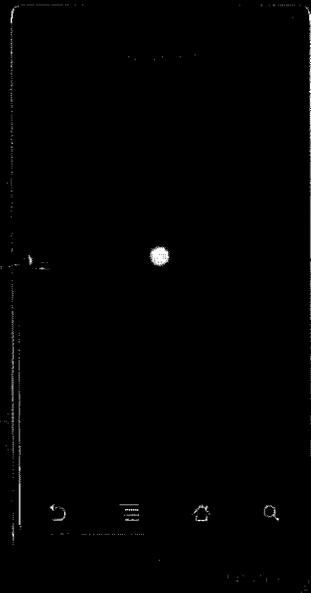
It's the next generation of smartphone. Just wait until you see all the things DROID does.



Plus
**FREE How-To
Wallet Card**

DROID

has arrived



verizon | Google

It's location-aware. Voice-recognizing.
App-mashing and multitasking.
It can connect you to anyone or
anything at breakneck speed.
It's more than a phone. It's a DROID.

With Google Search by Voice, DROID answers on command. You tell it what you want and DROID searches the web to find it. You want pizza? DROID found a place two blocks away.

With DROID's massive processor and Verizon's powerful 3G network, you'll blaze through the web at rocket speed.

DROID keeps disruptive alerts at bay in a handy, expandable notification panel, so you can select the messages you want to see, when you want to see them.

DROID runs multiple apps simultaneously, with thousands to choose from on the Android Market.

verizonwireless.com/droiddoes

DROID is a trademark of Lucasfilm Ltd. and its related companies. Used under license. Google and the Google logo are trademarks of Google, Inc.

In a world of doesn't.

DROID

Worry Free Guarantee[®]

No wireless provider stands behind you like Verizon Wireless.

As a Verizon Wireless Customer:

You'll enjoy America's Largest and Most Reliable Wireless Network.

We test and improve our network every day so you get the best service on America's Largest and Most Reliable Voice and 3G Data Network.

You can change your Plan at any time with no fee or contract extension.*

As your needs change, you can move to any current plan without paying a fee or extending your contract.

You'll get our 30-day Satisfaction Guarantee.†

At Verizon Wireless, we stand behind our service. If you're not completely satisfied, you can return your device and cancel service within 30 days of activation and pay no early termination fee.

You can get a free device every two years with *New Every Two*®.‡

Sign up for a two-year plan of at least \$34⁹⁹ and qualify for a free device, up to \$30 or \$50 in value depending on your Plan, with a two-year contract renewal. You can also transfer your *New Every Two* credit to another line on your account.

You'll enjoy exceptional customer service with our team of certified wireless experts.

We're here to help when and how you need it. Come into any Communications Store or call us or go online for 24/7 assistance.

For complete details on Worry Free Guarantee and *New Every Two*, see page 48 in the Important Information section.



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*Some plans are available only with specific equipment. Acceptance of a promotion may require a new one- or two-year agreement. Customer will be limited to two plan changes per billing cycle. †Return policies may vary and *New Every Two* redemptions may not be available at Verizon Wireless authorized agents. Your *New Every Two* discount is applied to the two-year discounted retail price of a new device.

Devices

The latest phones, devices & accessories from Verizon Wireless | Pages 6-11

Take the Internet. Leave the bulk.

Lightweight and inexpensive, a netbook combines the connectivity of a laptop with the mobility of a phone.

A new way to connect

The latest netbooks from Verizon Wireless have America's Largest and Most Reliable 3G Network built in. Verizon Wireless netbooks give you access to all the Internet has to offer – at a fraction of the size and cost of a laptop. You'll want to take one with you everywhere – and you can.

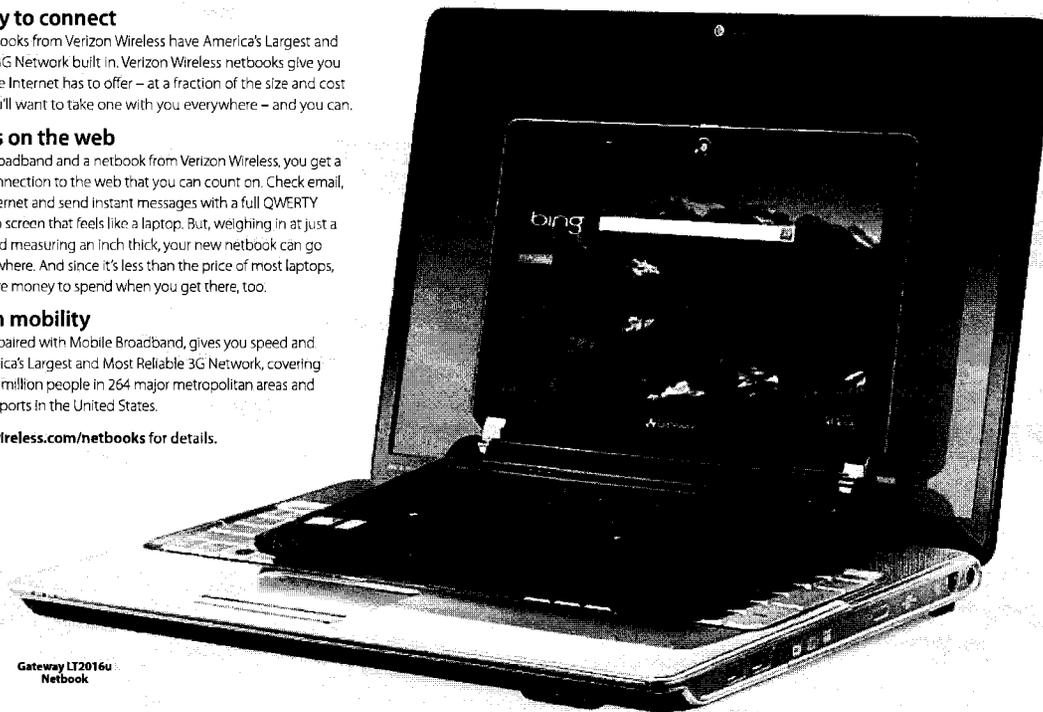
Fast times on the web

With Mobile Broadband and a netbook from Verizon Wireless, you get a high-speed connection to the web that you can count on. Check email, browse the Internet and send instant messages with a full QWERTY keyboard and a screen that feels like a laptop. But, weighing in at just a few pounds and measuring an inch thick, your new netbook can go just about anywhere. And since it's less than the price of most laptops, you'll have more money to spend when you get there, too.

Maximum mobility

Your netbook, paired with Mobile Broadband, gives you speed and access to America's Largest and Most Reliable 3G Network, covering more than 280 million people in 264 major metropolitan areas and 269 primary airports in the United States.

Visit verizonwireless.com/netbooks for details.



Gateway LT2016u
Netbook

The real deal

Get a new netbook and get a big discount when you sign up for a one- or two-year Mobile Broadband or GlobalAccess plan. Several options are available, from a basic to a global plan* that travels with you around the world. And with a one-year manufacturer's warranty, your netbook comes with peace of mind built in.

Additional Information

For Mobile Broadband pricing information, see pages 26-27.



Coming Soon! HP Mini 110-1046NR Netbook



Body Glove
Netbook Sleeve



Vehicle & Wall
Charger Combo Kit



Body Glove Sleeve
with Handles

Smartphones 6

Get advanced capabilities with our newest smartphones.

Multimedia Devices 8

Find phones that do more than just make calls. You can take pictures, play music, surf the web and more.

Keeping It Simple 10

Get just the features you need. These phones let you call with no frills and no fuss.

MIFI™ 2200 Intelligent Mobile Hotspot 11

Share your Mobile Broadband connection.

*To get the full benefits of roaming globally outside the U.S. on GSM networks, you must ensure that a SIM card is installed in your netbook and that you've subscribed to a global plan or feature.

Smartphones

Stay connected.
Stay productive.
Stay ahead.

Devices

	 DROID by Motorola	 Coming soon! DROID ERS by HTC	 New! BlackBerry® Storm2™	 BlackBerry® Tour™	 Coming soon! New! BlackBerry® Curve™	 BlackBerry® Pearl™ Flip 8230 (while supplies last)	 Coming soon! HTC Imagio™	 HTC Ozone™		
Capabilities* ✓ Available - Not Available	Operating System		Android	Android	BlackBerry Device Software v5.0	BlackBerry Device Software v4.7	BlackBerry Device Software v5.0	BlackBerry Device Software v4.6	Windows Mobile® 6.5 Professional	Windows Mobile® 6.5 Standard
	Wireless Email Plan		Email and Web for Smartphone ¹	Email and Web for Smartphone	Email and Web for BlackBerry/GlobalEmail	Email and Web for BlackBerry/GlobalEmail	Email and Web for BlackBerry	Email and Web for BlackBerry	Email and Web for Smartphone/GlobalEmail	Email and Web for Smartphone/GlobalEmail
	Global-capable (Includes pre-installed SIM card)		-	-	✓	✓	-	✓	✓	✓
	View Photos, Videos and Other Rich Media		✓	✓	✓	✓	✓	✓	✓	✓
	Wi-Fi		✓	✓	✓	✓	✓	✓	✓	✓
	EV-DO		Rev. A	Rev. A	Rev. A	Rev. A	Rev. 0	Rev. 0	Rev. A	Rev. A
	Tethered Modem for Mobile Broadband Connect ²		-	-	✓	✓	✓	✓	✓	✓
	Data Package Required		✓	✓	✓	✓	✓	✓	✓	✓
	VZ Navigator		-	-	Domestic and Global	Domestic and Global	Domestic	Domestic	Domestic and Global	Domestic and Global
	Visual Voice Mail		-	-	✓	✓	✓	✓	✓	✓
	V CAST Music with Rhapsody™		-	-	✓	✓	✓	✓	✓	✓
Features ✓ Available - Not Available	Keyboard Type		Virtual and QWERTY	Virtual	Virtual	QWERTY	QWERTY	SureType	Virtual	QWERTY
	Digital Camera		5.0-megapixel	5.0-megapixel	3.2-megapixel	3.2-megapixel	2.0-megapixel	2.0-megapixel	5.0-megapixel	2.0-megapixel
	Digital Music Player		✓	✓	✓	✓	✓	✓	✓	✓
Specifications	Flash/RAM Memory		512 MB/ 256 MB RAM	512 MB/ 288 MB RAM	256 MB/256 MB RAM (2 GB on-board memory)	256 MB/ 256 MB RAM	256 MB/ 128 MB RAM	128 MB/ 64 MB RAM	512 MB/ 288 MB RAM	256 MB/ 192 MB RAM
	Expandable Memory (microSD™ Card)		16 GB (pre-installed 16 GB microSD card)	16 GB (pre-installed 8 GB microSD card)	16 GB (pre-installed 16 GB microSD card)	16 GB (pre-installed 2 GB microSD card)	16 GB	16 GB	16 GB	16 GB
Recommended Accessories	 Multimedia Docking Station	 Bose® Mobile On-Ear Headset	 Holster & Rear Cover	 Body Glove Snap-On Cover	 Memory Cards	 Memory Cards	 Motorola H525 Bluetooth Headset	 Silicone Covers		

*Additional charges may apply when using certain capabilities.
¹With Mobile Broadband Connect devices that are EV-DO Rev. A--capable, you can expect download speeds of 500-1400 Kbps and upload speeds of 500-800 Kbps. With Mobile Broadband Connect devices that are not EV-DO Rev. A--capable, you can expect download speeds of 400-700 Kbps and upload speeds of 60-80 Kbps. VZaccess Manager required; visit vzam.net.
²Verizon Wireless Prepaid customers cannot use their Prepaid account for V CAST Music with Rhapsody™ monthly subscription service, but they can sign up on rhapsody.com with a credit card and sync music to their subscription-capable device or subscription-capable MP3 player. Subject to V CAST Music with Rhapsody™ standard terms and conditions available at support.vzw.com/terms/products/music.html
³All corporate sync not currently available.

Phones subject to availability. Selection may vary. Accessories may vary by device model.
 Rhapsody and the Rhapsody logo are trademarks and registered trademarks of RealNetworks, Inc.
 DROID is a trademark of Lucasfilm Ltd. and its related companies. Used under license.

Multimedia Devices

Your friends.
Your entertainment.
Your life.



Samsung Rogue™



LG enV™ 3



LG enV™ TOUCH



Coming soon!
LG Chocolate™ TOUCH



CASIO™ EXILIM
(while supplies last)



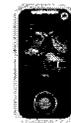
Nokia 7705™
Twist™



Samsung Alias™ 2



Samsung Renown™



Motorola Rival™ A455

Capabilities*	Samsung Rogue™	LG enV™ 3	LG enV™ TOUCH	Coming soon! LG Chocolate™ TOUCH	CASIO™ EXILIM (while supplies last)	Nokia 7705™ Twist™	Samsung Alias™ 2	Samsung Renown™	Motorola Rival™ A455
VCAST Music with Rhapsody™	✓	✓	✓	✓	✓	✓	✓	✓	✓
VCAST Video On Demand	✓	✓	✓	✓	✓	✓	✓	✓	✓
Family Locator	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mobile Email	✓	✓	✓	✓	✓	✓	✓	✓	✓
VZ Navigator	Domestic	Domestic	Domestic	Domestic	Domestic	Domestic	Domestic	Domestic	Domestic
Visual Voice Mail	✓	✓	✓	✓	✓	✓	✓	✓	✓
Text, Picture, Video and Instant Messaging	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mobile Web	HTML browser	HTML browser	HTML browser	HTML browser	HTML browser	HTML browser	✓	✓	✓
Enhanced Multimedia Phone (data package required)	✓	-	-	-	-	-	-	-	-
VCAST Song ID	✓	✓	✓	✓	✓	✓	✓	✓	✓
Usage Controls	✓	✓	✓	✓	✓	✓	✓	✓	✓
Features	Samsung Rogue™	LG enV™ 3	LG enV™ TOUCH	Coming soon! LG Chocolate™ TOUCH	CASIO™ EXILIM (while supplies last)	Nokia 7705™ Twist™	Samsung Alias™ 2	Samsung Renown™	Motorola Rival™ A455
Keyboard Type	QWERTY	QWERTY	Virtual and QWERTY	Virtual	Keypad	QWERTY	QWERTY	Keypad	QWERTY
microSD™ Memory Slot	✓	✓	✓	✓	✓	✓	✓	✓	✓
Digital Camera	3.0-megapixel	3.0-megapixel	3.2-megapixel	3.2-megapixel	5.1-megapixel	3.0-megapixel	2.0-megapixel	2.0-megapixel	2.0-megapixel
Bluetooth® Stereo Support	✓	✓	✓	✓	✓	✓	✓	✓	✓
Other Features and Capabilities	Touch screen navigation, slide-out QWERTY keyboard, EV-DO Rev. A-capable, City ID-capable	Dashboard-capable, enhanced messaging features, full QWERTY keyboard, City ID-capable	Touch screen navigation, full QWERTY keyboard, EV-DO Rev. A-capable, City ID-capable	1 GB of internal memory dedicated for music (actual formatted capacity is less), touch screen, FM radio, City ID-capable	Full-fledged digital camera; meets military specs 810F standards for water, shock and dust; Dashboard-capable	Unique swivel form factor with QWERTY keyboard, habitat mode, touch screen, FM radio, City ID-capable	Dual-flip design, City ID-capable	Dashboard, Quad Band-capable, Global Ready™	Touch dialpad; one-touch access to text message composition, emoticons, symbols, and IM or email; City ID-capable

Recommended Accessories	Samsung Rogue™	LG enV™ 3	LG enV™ TOUCH	Coming soon! LG Chocolate™ TOUCH	CASIO™ EXILIM (while supplies last)	Nokia 7705™ Twist™	Samsung Alias™ 2	Samsung Renown™	Motorola Rival™ A455
Snap-On Hard Covers									
Silicone Covers									
LG HBM-570 Bluetooth Headset									
LG HBM-570 Bluetooth Headset									
Body Glove Side Pouch									
Pouch									
Snap-On Covers									
Plantronics Voyager® Pro Bluetooth Headset									
Motorola H790 Bluetooth Headset									

* Additional charges may apply when using certain capabilities.
 † Verizon Wireless Prepaid customers cannot use their Prepaid account for VCAST Music with Rhapsody™ monthly subscription service, but they can sign up on rhapsody.com with a credit card and sync music to their subscription-capable device or subscription-capable MP3 player. Subject to VCAST Music with Rhapsody™ standard terms and conditions available at support.vzw.com/terms/products/music.html

Phones subject to availability. Selection may vary. Accessories may vary by device model. Rhapsody and the Rhapsody logo are trademarks and registered trademarks of RealNetworks, Inc.

Keeping It Simple

No frills.
No fuss.
No problem.

Capabilities*

* Available
- Not Available

	Samsung Trance™	Samsung Smooth™	LG Glance™	VZW Escapade™	Verizon Wireless Razzie™
VCAST Music with Rhapsody®	Subscription and PC downloads only	-	-	-	Subscription and PC downloads only
VCAST Video On Demand	-	-	-	-	-
Family Locator	✓	✓	✓	✓	✓
Mobile Email	✓	✓	✓	✓	✓
VZ Navigator	Domestic	Domestic	Domestic	Domestic	Domestic
Visual Voice Mail	-	-	-	-	-
Text, Picture, Video and Instant Messaging	Text, Picture and Voice	Text, Picture and Voice	Text, Picture and Voice	Text, Picture and Voice	Text, Picture and Voice
Mobile Web	✓	✓	✓	✓	✓
VCAST Song ID	✓	✓	✓	✓	✓
Usage Controls	✓	✓	✓	✓	✓
Keyboard Type	Keypad	Keypad	Keypad	Keypad	QWERTY
microSD Memory Slot	✓	-	-	-	✓
Digital Camera	1.3-megapixel	✓	1.3-megapixel	2.0-megapixel	1.3-megapixel
Bluetooth Stereo Support	✓	-	-	✓	✓
Other Features and Capabilities	1 GB of internal memory dedicated for music (actual formatted capacity is less)	Slim form factor, VZ Navigator-capable	Ultra-slim form factor with premium design	Quad Band-capable, Global Ready™ device with pre-installed SIM card	Unique swivel, tilting bar design with QWERTY keyboard on one side and music player on the other

Recommended Accessories



Bose® Mobile In-Ear Headset

Motorola Bluetooth Speaker

Silicone Covers

Side Pouch

Privacy Protector

Be your own hotspot with MiFi.

Five devices, one mobile 3G connection. Only with MiFi.*

Put Wi-Fi where you are with the portable Verizon Wireless MiFi™ 2200 Intelligent Mobile Hotspot. You can use Mobile Broadband to connect up to five Wi-Fi-enabled devices† in remote places. In addition to netbooks and notebooks, MiFi also works with cameras, PDAs, portable gaming systems and MP3/media players.

Features Include:

- Standard Wi-Fi security protocols
- USB cable mode
- Removable battery
- Internal antenna

Visit verizonwireless.com/mobilehotspot for details.

Additional Information

For Mobile Broadband and Prepaid Mobile Broadband pricing information, see pages 26–27.

How It Works

MiFi makes you the center of attention, with your own portable, wireless Wi-Fi hotspot. But how does it do it? From anywhere within the Mobile Broadband coverage area, MiFi can let you access our reliable wireless broadband connection.

In Wi-Fi mode:

Connect up to five Wi-Fi-enabled devices at once. Use the lithium-ion battery for up to four hours (40 hours standby) or plug the device directly into an outlet.

In USB mode:

Connect the MiFi device to your notebook via the included USB cable to use it as a modem.



Verizon Wireless MiFi™ 2200 Intelligent Mobile Hotspot

* MiFi is a trademark of Novatel Wireless, Inc.
† When multiple users are connected to the Intelligent Mobile Hotspot, all their data usage will be aggregated and applied to the Mobile Broadband customer's monthly, weekly or daily allowance. Prepaid Mobile Broadband customers who reach their data allowance limit will need to purchase another session through VZAccess™ Manager.

The best value in wireless.

Your perfect plan starts with America's Largest and Most Reliable Wireless Network.

Get all the Unlimited features here, plus add lines for just **\$9.99*** monthly access per line

* After two lines for \$119 monthly access on a Nationwide Select Family SharePlan.

Save even more with Friends & Family.®

Gain an average of 490 minutes* of talk time per month and help keep your family on budget with Friends & Family. Choose the 5 or 10 people you want to talk with the most.

Pick 5 friends
on Nationwide Single-Line Plans with 900+ Anytime Minutes.

Pick 10 friends
on Nationwide Family SharePlans with 1400+ Anytime Minutes.

Verizon Wireless Nationwide Family SharePlan customers with Friends & Family use an average of 490 minutes for calls with their Friends & Family numbers each month.

Unlimited Mobile to Mobile
to more than 80 million Verizon Wireless customers

Unlimited Calling
to any 10 numbers on any network in the U.S. with Friends & Family®

Unlimited Messaging
with Text, Picture, Video and Voice Messaging to anyone on any network in the U.S.

Unlimited Night & Weekend
calling to any number on any network in the U.S.

Plans

Plans, pricing & options that are right for you | Pages 14-31



Nationwide Plans 14
Learn more about Friends & Family. Plus, check out our Nationwide Plans with Unlimited Mobile to Mobile Calling.

Data Packages 16
Email, web and more – at prices that fit your life.

Nationwide Plans Rate & Coverage Area Map 18
Where to get America's Largest and Most Reliable Wireless Network.

Nationwide Plus Canada & Nationwide Plus Mexico Plans 20
It's never been easier to keep in touch across North America.

Nationwide 65 Plus Plans 22
Convenient plans created for customers 65 and older.

Push to Talk 23
Connect with the push of a button.

Prepaid Plans 24
Enjoy freedom of choice and pay as you go.

Mobile Broadband Plans 26
Take your office with you.

Global Services 28
We have options to keep you connected in hundreds of destinations.

My Verizon 30
Take charge of your account – online or on your phone.

Nationwide Plans

Pick the plan that fits your life and get Unlimited Mobile to Mobile Calling with more than 80 million Verizon Wireless customers.

All Verizon Wireless Nationwide Plans include:

Unlimited National Mobile to Mobile Calling Minutes

Join the Verizon Wireless Mobile to Mobile Calling Family. Over 80 million strong

No Domestic Roaming or Long-Distance Charges

Coverage not available everywhere. Airtime charges apply.

Unlimited Night & Weekend Minutes

Night hours: (Mon–Fri) 9:01 p.m.–5:59 a.m.

Weekend hours: (Sat–Sun) 12:00 a.m.–11:59 p.m.

Mobile Web*

Save more with Friends & Family.†

Choose the 5 or 10 people you want to talk with the most.

Pick 5 friends

on Nationwide Single-Line Plans with 900+ Anytime Minutes.

Pick 10 friends

on Nationwide Family SharePlans with 1400+ Anytime Minutes.

- Gain an average of 490 minutes* of talk time per month.
- Keep your family on budget with Friends & Family.

Other services:

Calling Features‡

Basic Voice Mail with Message Waiting Indicator,‡ Caller ID, Call Waiting,‡ 3-Way Calling,‡ Call Forwarding‡ and No Answer/Busy Transfer.‡

Text, Picture, Video and Voice Messaging

See pages 40–41.

International Roaming/Global Services

Going overseas? No worries. We offer voice service in more than 220 destinations. See pages 28–29.

Additional Information

Anytime Minutes, National Mobile to Mobile Calling Minutes, Night & Weekend Minutes and Per-Minute Rate are for domestic calls from within the Nationwide Rate and Coverage Area. See pages 18–19 or 53 for Coverage Areas for other services. For Additional Plan Information, see page 48. For the Nationwide map, see pages 18–19.

* Data package of 90† or higher, or Nationwide Connect Plan, required for Enhanced Multimedia Phones. All Windows Mobile, Palm, BlackBerry and Android smartphones require a data feature of 20† or higher, or a data plan.

† Verizon Wireless Nationwide Family SharePlan customers with Friends & Family use an average of 490 minutes for calls with their Friends & Family numbers each month.

‡ Not available in some areas.

§ Airtime applies to message retrievals from your wireless phone. Voice Mailboxes not initialized within 60 days of activation will be canceled.

¶ Airtime applies to all simultaneous calls and to forwarded/transferred calls even if you send the call to wireline telephones.



Nationwide Single-Line

Monthly Anytime Minutes	Connect Plan [†] • Voice calls • Unlimited Messaging [‡] • Unlimited Data • Mobile Email	Select Plan • Voice calls • Unlimited Messaging [‡]	Basic Plan • Voice calls	Pick 5 Friends	Per-Minute Rate After Allowance
	Monthly Access				
450	\$69**	\$59**	\$39**	–	45¢
900	–	\$79**	\$59**	✓	40¢
1350	–	\$99**	\$79**	✓	35¢
Unlimited [§]	\$129**	\$119**	\$99**	–	–
Data Sent or Received*	Included	\$1**/MB (or per data package)	\$1**/MB (or per data package)	–	–

Nationwide Family SharePlan®

Shared Monthly Anytime Minutes	Connect Plan [†] • Voice calls • Unlimited Messaging [‡] • Unlimited Data • Mobile Email	Select Plan • Voice calls • Unlimited Messaging [‡]	Basic Plan • Voice calls	Pick 10 Friends	Per-Minute Rate After Allowance
	Monthly Access – for the first two lines				
700	\$119**	\$99**	\$69**	–	45¢
1400	–	\$119**	\$89**	✓	40¢
2100	–	\$139**	\$109**	✓	35¢
3000	–	\$179**	\$149**	✓	25¢
Unlimited [§]	\$249**	\$229**	\$199**	–	–
Each Additional Line (up to 3)	\$199** for Connect Plan or \$109** for Connect Unlimited Plan or \$99** for Select Plan or \$99** for Select Unlimited Plan	\$99** for Select Plan or \$99** for Select Unlimited Plan	\$99** for Basic Plan or \$99** for Unlimited Plan	–	–
Data Sent or Received*	Included	\$1**/MB (or per data package)	\$1**/MB (or per data package)	–	–

† Connect Plans are available on select phones only. Connect Plan is not required on a Family SharePlan second line, if you wish to have a second line on a Family SharePlan with the Select Plan only, the monthly access will be \$10 less. Mobile Email must be downloaded to your device via Get It Now!™/Media Center. Additional terms and conditions, which you will be required to accept to download the application, apply. If you do not download the application or if you delete it, your monthly access will not be reduced. If you change devices, you will need to download the application to your new device. If you change from a Nationwide Connect Plan to another plan, you will be billed the monthly charge for Mobile Email, as applicable (if you downloaded the application), until you cancel the subscription from your device.

‡ Applies when sending and receiving (i) Text, Picture, Video and Voice Messages with Verizon Wireless and non-Verizon Wireless customers in the United States, (ii) Text, Picture, Video and Voice Messages sent via email (iii) Instant Messages, and (iv) Text Messages with customers of wireless carriers on participating networks in Canada, Mexico and Puerto Rico.

International Text Messaging is 20¢ per message received and 25¢ per recipient per message sent. Premium Messaging programs not included. Messaging is available from within the National Enhanced Services Rate and Coverage Area and is not available throughout the Nationwide Rate and Coverage Area.

§ Nationwide Unlimited Anytime Minute Plans are not eligible for any monthly access discounts.

Friends & Family: Only calls from Nationwide Rate and Coverage Area to and from designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, customer's own wireless or Voice Mail access numbers, or access gateways to and from other providers' voice or data communications systems) included; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits. My Verizon required to set up and manage Friends & Family numbers. Coverage varies by service and is not available everywhere.

Do more with data.

Get email, the web, games, apps and more for your phone.

Data packages from Verizon Wireless open up a world of possibilities. You can get more done and have more fun with your phone. Check your email, surf the web and download apps, games, Ringtones and more. Whatever your style, we've got a data package that fits your life.

Here's what you can do:

- Download the latest games, apps, Ringtones and more.
- Browse the web whenever you want.
- Check email on the go.

Data Packages		
Monthly Allowance	Phones Monthly Access	Per-MB Rate After Allowance
25 MB	\$9 ⁹⁹	50¢
75 MB	\$19 ⁹⁹	30¢

Pay As You Go <small>(not available on Enhanced M, Multimedia Phones)</small>	
Per-MB Rate	\$1 ⁹⁹

Monthly Use Example	Pay As You Go @ \$1 ⁹⁹ /MB	25 MB @ \$9 ⁹⁹
Mobile Web (view approximately 100 pages)	3.0 MB	3.0 MB
VZ Navigator (initial download)	2.0 MB	2.0 MB
PAC-MAN by Namco game	0.3 MB	0.3 MB
Tetris® game	0.3 MB	0.3 MB
Spanish Translator	0.2 MB	0.2 MB
Three Ringtones	0.6 MB	0.6 MB
Total Megabytes (rounded up to the nearest MB)	7.0 MB	7.0 MB
Estimated Cost	\$13⁹⁹	\$9⁹⁹

The above examples are just estimates, based on approximate size assumptions. Actual file sizes and user experiences will vary.



Data Features and Capabilities:

Mobile Email*

Receive emails right on your phone.

- Get alerts when new messages arrive and view picture attachments.¹
- Works with popular Internet-based email accounts, including Yahoo!® Mail, AOL® Mail, Gmail®, Windows Live and Verizon.net.
- Available in English and Spanish.¹
- Text EMAIL to 2777 (APPS) to get Mobile Email.

Service

Mobile Email
(for phones)

\$5
monthly charge
(plus data charges)

Mobile Web

Take the Internet with you wherever you go. Surf your favorite sites right on your phone.

Get It Now/Media Center

Download the latest applications – like games, Ringtones, Ringback Tones and wallpaper.

Keep track of your data usage.

Find out how much data you've used by dialing #DATA (#3282).

Additional Information

To find out which phones require a data package, please see pages 6–10 or visit verizonwireless.com/phones

* Mobile Email is available only in the National Enhanced Services Coverage Area and the Verizon Wireless Prepaid Rate and Coverage Area and only on select devices. Prepaid subscribers will need to opt in to Mobile Email every month. The application will not automatically renew. Not compatible with all Internet service provider service offerings. Supports up to 10 email accounts. Send and receive plain-text emails, with attachment indicator, only. Downloading the Mobile Email application will require approximately 2 MB of data. Application not available on all devices. Picture attachment support is available for .jpg, .gif and .png. Pictures will be downsized to fit mobile device display. Email services that offer a POP- or IMAP-based connection are supported.
¹ Gmail, Spanish and viewing of attachments are available only on select devices.
² Available only on BlackBerry Curve 8330 or BlackBerry Pearl Flip 8230.

Email and Web for BlackBerry Email and Web for Smartphone

View email and surf the web on your BlackBerry device or smartphone.

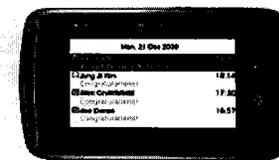
- Works with popular Internet-based email accounts, including Yahoo! Mail, AOL Mail, Gmail®, Windows Live and Verizon.net.

Email and Web for BlackBerry Email and Web for Smartphone

- Unlimited email and web
- Feature added to Nationwide Plans

\$29⁹⁹
monthly charge

(For Nationwide Plan included features, see page 14)



New! BlackBerry® Storm2™

CDMA Data Roaming

- Data sent or received in Canada is billed at \$0.002 per KB or \$2⁹⁹ per MB.
- Data sent or received in Mexico is billed at \$0.005 per KB or \$5¹⁴ per MB.

Required Equipment

- CDMA BlackBerry device or select smartphones with Verizon Wireless software required.

VZAppZone™

Get more from your select BlackBerry device² or smartphone with VZAppZone. Have your game, Ringtone and other application purchases billed directly to your account.

Visit verizonwireless.com/vzappzone

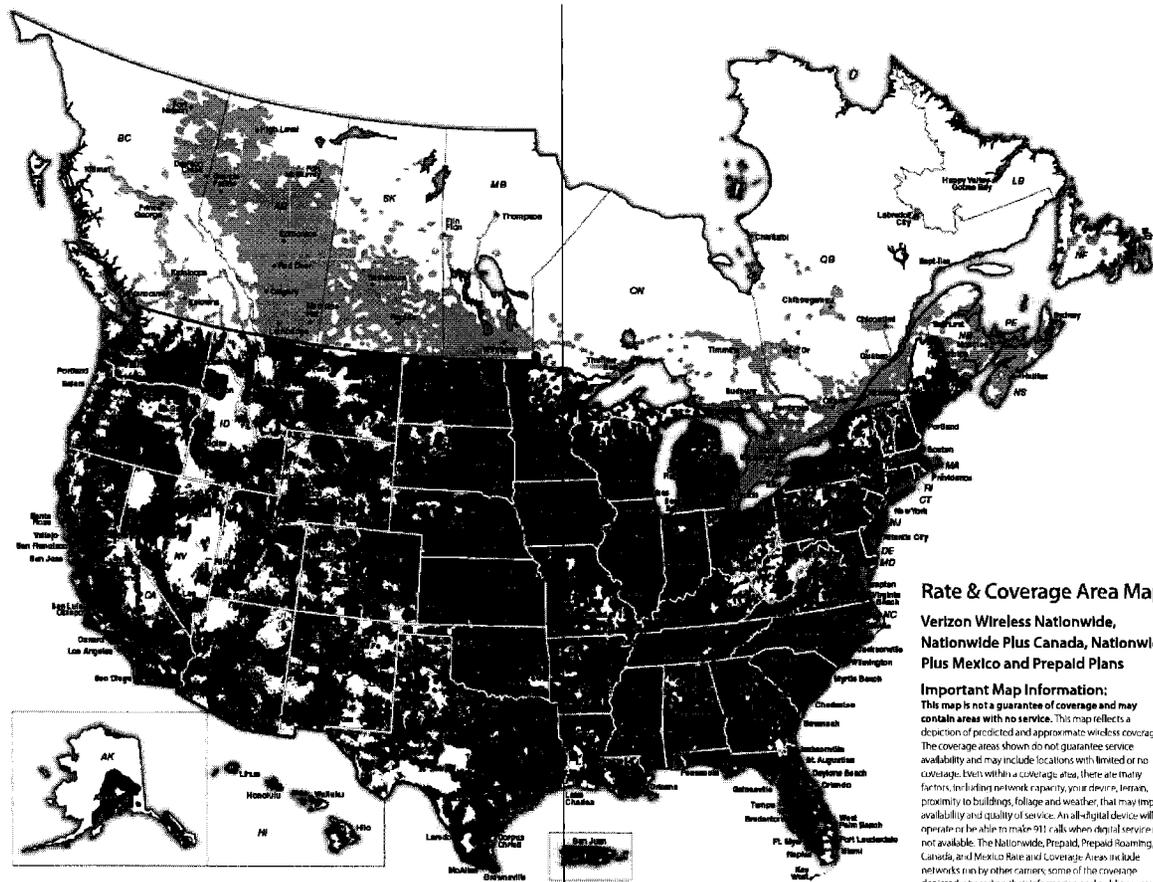
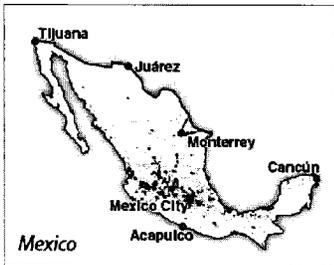
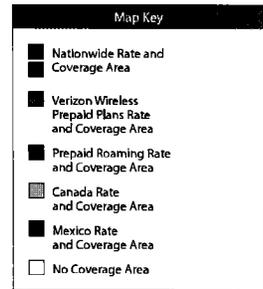
Plans

America's Largest and Most Reliable Wireless Network

Making sure our more than 80 million customers stay connected is a big job. But we're up to the task.

We do whatever it takes.
On average, we invest about \$1 billion every 60 days in network improvements that provide our customers with even better voice and data services

We're always testing.
Real-life Test Men and Women drive 1 million miles a year, making 3 million voice-call attempts and more than 16 million data tests annually on our network and other carriers' networks.



Rate & Coverage Area Map
Verizon Wireless Nationwide, Nationwide Plus Canada, Nationwide Plus Mexico and Prepaid Plans

Important Map Information:
This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, that may impact availability and quality of service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Nationwide, Prepaid, Prepaid Roaming, Canada, and Mexico Rate and Coverage Areas include networks run by other carriers; some of the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy. See verizonwireless.com/coverage/cator for additional coverage information.

Extras

Enhance your plan with features that suit your life.

City ID*
City ID is an enhanced Caller ID application that automatically identifies and displays the city and state for every incoming and outgoing call. City ID is preloaded on select devices and includes more than 20,000 locations in North America and 200 countries. Try it free for 15 days, and then pay just \$1⁹⁹ per month or an unlimited subscription of \$34⁹⁹ per line.

Nationwide Messaging Plans
We have plans designed specifically for our deaf or hard-of-hearing customers.
• Plans include Unlimited Messaging to anyone on any network in the U.S.
• Rates start as low as \$34⁹⁹ monthly access. Visit aboutus.vzw.com/accessibility

411 Search¹⁴
Talk to a real person and get the information you need.
• Automatic call completion and text message of listing available.
• Send listing information directly to VZ Navigator to get free driving directions.¹⁵
¹⁴\$1⁹⁹ per call, plus airtime and standard Text Messaging charges.

¹ Not compatible when incoming calls initiate Caller ID Block and only available in limited areas and on specific devices. Customers will be prompted to buy the City ID application after the fifth incoming call and on day 15 of the free trial. Customers who purchase the \$34⁹⁹ option and then cancel City ID will not receive a credit for the feature unless they contact Customer Service and request a credit.
² Not available in some areas.
³ Per-call charge and availability of credit for incorrect information for 411 Search may vary when your phone's banner displays "Extended Network" or "Roaming." Text charges may apply for 411 Search text message. If you are not a Verizon Wireless Prepaid customer and receive incorrect information from 411 Search, call 411 immediately to request credit. Preference options may not be available in all areas.
¹⁴ Not available in all areas or to Verizon Wireless Prepaid customers (see vznavigator.com/about.html for details). Not all listings are available for driving directions. VZ Navigator subscription required for use.

Plans

Nationwide Plus Canada & Nationwide Plus Mexico Plans

Your life doesn't stop at the border. Neither should your wireless plan.

Nationwide Plus Canada Plans

- Unlimited National Mobile to Mobile Calling Minutes while in the U.S. (including Puerto Rico)
- Unlimited Long Distance to the U.S. (including Puerto Rico) and Canada (airtime charges apply)
- 1000 Night & Weekend Minutes in the U.S. and Canada
- Mobile Web*

Nationwide Plus Mexico† Plans

- Unlimited National Mobile to Mobile Calling Minutes while in the U.S. (including Puerto Rico)
- Unlimited Long Distance to the U.S. (including Puerto Rico) and Mexico (airtime charges apply)
- 1000 Night & Weekend Minutes in the U.S. and Mexico
- Mobile Web*

Get all the benefits of these plans, plus the cost savings and convenience of Friends & Family. See page 14 for details. Friends & Family can be used only while in the U.S., with other U.S. phone numbers. (Puerto Rico excluded.)

Additional Information

Anytime Minutes, Night & Weekend Minutes and Per-Minute Rate are for use within the Nationwide Plus Canada or Nationwide Plus Mexico Rate and Coverage Areas, as applicable. National Mobile to Mobile Calling Minutes are for domestic calls from within the Nationwide Rate and Coverage Area. Roaming in Canada outside of the Nationwide Plus Canada Rate and Coverage Area is 69¢ per minute. **For included features, see page 14. For Additional Plan Information, see page 48. For more details, see the map on pages 18–19 and the Important Information and Additional Coverage Map section in the back of this brochure.**

* Data package of 99¢ or higher, or Nationwide Connect Plan, required for Enhanced Multimedia Phones. All Windows Mobile, Palm, BlackBerry and Android smartphones require a data feature of 29¢ or higher, or a data plan. Data sent or received in Canada is billed at 9.00¢/KB or 2¢/MB. Data sent or received in Mexico is billed at 9.00¢/KB or 5¢/MB. † Plan requires International Dialing (I-Dial) capability on your account, which is subject to a minimum payment history. Verizon Wireless will terminate your service for good cause if less than half of your voice calls over three consecutive billing cycles are from within the Nationwide Rate and Coverage Area. ‡ Unlimited Mobile to Mobile Calling does not apply while in Canada or Mexico.



Nationwide Plus Canada & Nationwide Plus Mexico Single-Line

Nationwide Plus Canada Monthly Access	\$59 ⁹⁹	\$79 ⁹⁹	\$99 ⁹⁹	\$119 ⁹⁹	\$169 ⁹⁹	\$219 ⁹⁹
Nationwide Plus Mexico Monthly Access	\$54 ⁹⁹	\$74 ⁹⁹	\$94 ⁹⁹	\$114 ⁹⁹	\$164 ⁹⁹	\$214 ⁹⁹
Monthly Anytime Minutes	450	900	1350	2000	4000	6000

				✓	✓	✓
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No roaming charges in the U.S. or long-distance charges in the U.S. and Canada on Nationwide Plus Canada Plans; no roaming or long-distance charges in the U.S. and Mexico on Nationwide Plus Mexico Plans.

Night & Weekend Minutes Night hours: (Mon–Fri) 9:01 p.m.–5:59 a.m. Weekend hours: (Sat–Sun) 12:00 a.m.–11:59 p.m.	1000					
National Mobile to Mobile Calling Minutes	Unlimited ^a					
Per-Minute Rate After Allowance	45¢	40¢	35¢	25¢	25¢	20¢
Data Sent or Received*	1 ¹ M/MB (or per data package)					

Nationwide Plus Canada & Nationwide Plus Mexico Family Share Plan

Nationwide Plus Canada Monthly Access for first two lines	\$89 ⁹⁹	\$109 ⁹⁹	\$129 ⁹⁹	\$169 ⁹⁹	\$219 ⁹⁹	\$319 ⁹⁹
Nationwide Plus Mexico Monthly Access for first two lines	\$84 ⁹⁹	\$104 ⁹⁹	\$124 ⁹⁹	\$164 ⁹⁹	\$214 ⁹⁹	\$314 ⁹⁹
Shared Monthly Anytime Minutes	700	1400	2100	3000	4000	6000

				✓	✓	✓
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No roaming charges in the U.S. or long-distance charges in the U.S. and Canada on Nationwide Plus Canada Plans; no roaming or long-distance charges in the U.S. and Mexico on Nationwide Plus Mexico Plans.

Shared Night & Weekend Minutes Night hours: (Mon–Fri) 9:01 p.m.–5:59 a.m. Weekend hours: (Sat–Sun) 12:00 a.m.–11:59 p.m.	1000					
National Mobile to Mobile Calling Minutes	Unlimited ^a					
Per-Minute Rate After Allowance	45¢	40¢	35¢	25¢	20¢	20¢
Monthly Access Per Additional Line (up to 3)	Add a Line \$19 ⁹⁹					
Data Sent or Received*	1 ¹ M/MB (or per data package)					

Plans

Nationwide 65 Plus Plans

With Verizon Wireless, you can keep it simple.

- Unlimited National Mobile to Mobile Calling Minutes
- Available to customers 65 or older
- Mobile Web*

Samsung Knack™ (while supplies last)
The Samsung Knack is easy to use, with large, readable keys. Just press one button to speed-dial the numbers you call most. And it's simple to set up the In Case of Emergency (ICE) key with your top emergency contacts. It also comes with an easy-charging desktop cradle.

Features

- Speakerphone
- Easy-to-read menu with large lettering

Capabilities*

- Text Messaging



Does not apply to service.



Nationwide 65 Plus	Single-Line Plan	Two-Line Plan ^b
Monthly Access	\$29 ⁹⁹	\$59 ⁹⁹
Monthly Anytime Minutes	200	-
Shared Monthly Anytime Minutes	-	450
No Domestic Roaming or Long-Distance Charges.		
Night & Weekend Minutes <small>Night hours: (Mon-Fri) 9:01 p.m.-5:59 a.m. Weekend hours: (Sat-Sun) 12:00 a.m.-11:59 p.m.</small>	500	-
Shared Night & Weekend Minutes <small>Night hours: (Mon-Fri) 9:01 p.m.-5:59 a.m. Weekend hours: (Sat-Sun) 12:00 a.m.-11:59 p.m.</small>	-	1000
National Mobile to Mobile Calling Minutes	Unlimited	
Per-Minute Rate After Allowance	45 ^c	
Data Sent or Received*	1 ¹ MB (or per data package)	

* Data package of 99⁹⁹ or higher, or Nationwide Connect Plan, required for Enhanced Multimedia Phones. All Windows Mobile, Palm, BlackBerry and Android smartphones require a data feature of 29⁹⁹ or higher, or a data plan.
† Additional charges may apply when using certain capabilities.

^b Two lines maximum.
Knack is a trademark of Verizon Wireless.
Phones subject to availability. Selection may vary.

Do some fast talking.

No time to spare? Make your connections quick.

Push to Talk

Join Verizon Wireless, owner of the nation's largest Push to Talk Network coverage area, plus get America's Most Reliable Voice Network.*

- Push one button to contact friends, family or other Verizon Wireless Push to Talk customers.
- Make or join a group call with as many as 50 participants.
- See who's available for a Push to Talk call with Presence.
- Store up to 500 Individual and up to 100 group Push to Talk contacts on your phone and online at pushtotalk.vzw.com
- Use one number, one device.
- Coast-to-coast coverage.

Push to Talk

- Unlimited One-to-One Calling
- Unlimited Group Calling
- Manage Contacts Online at pushtotalk.vzw.com

\$5
additional
monthly
charge

Push to Talk-capable phone is required. Push to Talk may not be available with all plans. Additional charges may apply when using certain capabilities. Phones subject to availability. Selection may vary. Not available on Nationwide Plus Canada and Nationwide Plus Mexico Plans.

Additional Information

Nationwide 65 Plus Plans Anytime Minutes, National Mobile to Mobile Calling Minutes, Night & Weekend Minutes and Per-Minute Rate are for domestic calls within the Nationwide Rate and Coverage Area (see pages 18-19). For Included Features, see page 14. For Additional Plan Information, see page 48.

* Largest claim based on comparison of carriers' owned/operated coverage areas. Coverage varies by service and is not available everywhere.

See the Small Business Guide for the Push to Talk coverage map.



Plans

Prepaid Plans

Just pay on the days you use it.

- Expanded coverage area. See the map on pages 18–19 for details.
- Variety of plans available to fit your lifestyle and budget.
- Unlimited Nights and Weekends are included in the Prepaid Plus Plan.
- **New!** Prepaid Mobile Broadband is available. See pages 26–27 for more information.

Verizon Wireless Prepaid Plans	Prepaid Unlimited Talk	Prepaid Plus	Prepaid Core	Prepaid Basic
Daily Access (only on days used)	\$3 ⁹⁹	\$1 ⁹⁹	99¢	
Mobile to Mobile Calling (with Verizon Wireless customers)	Unlimited	Unlimited	Unlimited	25¢ per minute
Night & Weekend Minutes (per-minute)	Unlimited	Unlimited	10¢	20¢ per text message
Each Additional Minute (for all other calls)	Unlimited	5¢	10¢	
Text Messaging Rates (per message sent (per recipient) and received)	1¢	5¢	10¢	

Messaging Bundles
Unlimited Text, Picture & Video Messages

\$10 per month = **Unlimited Mobile to Mobile Messaging** + **250 additional messages***
with more than 80 million Verizon Wireless customers

\$20 per month = **Unlimited Messaging***
to anyone on any network in the U.S.



Prepaid Plans include the following features:

Unlimited Mobile to Mobile Calling
Connect with more than 80 million Verizon Wireless customers on the Prepaid Unlimited Talk, Plus and Core Plans.

Domestic Picture, Video and Voice Messaging
25¢ per message sent (per recipient) or received, including Canada, Mexico and Puerto Rico.

Domestic Roaming
20¢ per minute.

411 Search¹
Just \$1⁴⁹ per call, plus airtime. For more information, please see page 19.

Manage your account on your phone:

My Verizon lets you view your account balance, make a payment, find a payment location, sign up for Auto Pay, manage your features and more.

My Verizon
No airtime or data charges apply

Balance: \$5.10 Pmt Dt: 12/15/09

- 1 Balance
- 2 Make a Pmt
- 3 Add Refill Card
- 4 Locator
- 5 Password
- 6 Usage
- 7 Plan
- 8 Features
- 9 MyWeb 99¢/day

International Services

Pay as you go – no matter where you go:

International Voice Calling⁴
Each Additional Minute rate, plus the following surcharges:
• Puerto Rico: no extra charge.
• Mexico: 10¢ per minute to landline numbers, 29¢ per minute to wireless numbers.
• 29¢ per minute to Canada, Guam, Saipan and the U.S. Virgin Islands.
• \$1⁴⁹ per minute to other available locations.

International Text Messaging⁴
25¢ per message sent (per recipient) or as low as 1¢ per message received, depending on your Plan.

International Picture and Video Messaging⁴
50¢ per message sent (per recipient) and 25¢ per message to receive with participating carriers.

International Roaming⁴
Voice calling and text messaging are available when roaming internationally. See page 49 for pricing and details.

Additional Information
For more details, see the map on pages 18–19 and the Important Information and Additional Coverage Map section in the back of this brochure.

Get cool optional services on all Prepaid Plans:

- Page 17 **Mobile Email** \$6⁹⁹ for 30 days of service
- Page 34 **Ringtones,⁵ Ringback Tones⁵ and MP3s**
- Page 35 **V CAST Music with Rhapsody^{6,7}**
- Page 38 **VZ Navigator** Just \$2⁹⁹ per day (24-hour period).
- Page 39 **Mobile Web** Surf the Internet for 99¢ per day (24-hour period).
- Page 43 **Games⁸**



V CAST Music with Rhapsody^{6,7}



VZ Navigator

* Additional and Unlimited Messages apply when sending and receiving: (i) Instant Messages, Text Alerts, and Picture and Video Messaging Portal Messages; (ii) Messages with non-Verizon Wireless customers in the United States or participating networks in Canada, Mexico and Puerto Rico; or (iii) via email. Unlimited Messages also include Mobile to Mobile Messages with Verizon Wireless Customers. For Additional Messages, average Messaging rates default to those of your Plan. Premium Messaging programs and International Messaging not included.

Unlimited Calling, Mobile to Mobile Calling/Messaging with Verizon Wireless Customers, Night Minutes, Weekend Minutes and Each Additional Minute rates are for domestic calls/messages from within the Verizon Wireless Prepaid Rate and Coverage Area. Night Minutes are from 8:01 p.m. to 5:59 a.m. Weekend Minutes are from 12:00 a.m. Saturday to 11:59 p.m. Sunday. Messaging Rates are per message sent (per recipient) or received from within the U.S. to the U.S., Canada, Mexico and Puerto Rico. Activation fee up to \$25 may apply. Once activated, account balance will expire based on initial payment or in 60 days, whichever is longer. Domestic Long Distance included. Domestic Roaming Per-Minute Rate is 20¢. Detailed Billing and Premium Voice Mail are not available on Verizon Wireless Prepaid Plans. Payment expirations once applied to the account: \$15–\$29⁹⁹ for 30 days; \$30–\$74⁹⁹ for 90 days; \$75–\$99⁹⁹ for 180 days; \$100 or more for 365 days.

¹ When outside the Verizon Wireless Prepaid Rate and Coverage Area, 411 Search rates, automatic connection and enhanced services may vary. Locations and rates subject to change without notice. Unlimited Calling and Messaging Bundles, and Night, Weekend and Mobile to Mobile Minutes do not apply to International Services. Picture and Video Messaging and data services and features not available when Roaming. International Roaming coverage only available on participating networks and is not guaranteed. Calling and Messaging to some locations may not be available at all times. For details on International Services, as well as the latest available locations and rates, visit verizonwireless.com/prepaid
⁴ Additional charges apply.
⁵ Voice Mail is required for use of Ringback Tones.
⁶ Verizon Wireless Prepaid customers are not eligible for V CAST Music with Rhapsody^{6,7} monthly subscription service, but they can sign up with a credit card on rhapsody.com and sync music to their subscription-capable device or subscription-capable MP3 player.

Connection perfection.

With Verizon Wireless Mobile Broadband, you can work or play in more places than ever before.

- Complement your home Internet connection with Mobile Broadband and stay in touch with your life when you're on the go.
- Check email, send instant messages, download music and videos, or interact with friends on MySpace – all on America's Largest 3G Network, covering more than 90% of the U.S. population.
- Typical download speeds are 600 Kbps to 1.4 Mbps. Upload speeds average 500 to 800 Kbps.**
- New! Prepaid pricing available.

Mobile Broadband Plans

(National Access service included)

With a PC Card, ExpressCard, USB Modem, Intelligent Mobile Hotspot or notebook/netbook with Mobile Broadband Built-In

Light users **Heavy users**

- Need a mobile connection occasionally for:
- Checking email
 - Light web browsing
- Need a mobile connection very frequently for:
- Checking email with attachments
 - Heavy web browsing

Which plan is right for you?

	\$39⁹⁹	\$59⁹⁹
Monthly Access		
Monthly Allowance	250 MB	5 GB (5120 MB)
Per-MB Rate After Allowance	10¢	5¢

No commitment? No problem.

With Prepaid Mobile Broadband,¹ you pay only for what you need, when you need it – by the day, the week or the month.

Prepaid Mobile Broadband Plans

Data Allowance (sending and receiving)	Access	Expires
75 MB	\$15	Day
250 MB	\$30	Week
500 MB	\$50	Month

Once Prepaid Mobile Broadband allowance or expiration is reached, any session that is in progress will end and any content that is being sent or received may be lost. For expirations, day = 24 hours, week = 7 days, month = 30 days.

For coverage information, visit verizonwireless.com/broadband and verizonwireless.com/broadbandcoverage



Data Roaming¹

- Data usage within the Canada Rate and Coverage Area will be billed at 0.002/KB or 1¢/MB.
- Data usage within the Mexico Rate and Coverage Area will be billed at 0.005/KB or 1¢/MB.
- In the Arctic, Bahamas, Bermuda, Cayman Islands, China, Dominican Republic, Guam, India, Israel, Jamaica, Japan, Netherlands Antilles, Saipan and South Korea Enhanced Services Rate and Coverage Areas, and select cruise ships, usage will be billed at a rate of 0.02/KB or 10¢/MB.
- You must add I-Dial to your account to roam in many destinations. To add I-Dial to your account, and for more information on Wireless Data Roaming in Arctic, Bahamas, Bermuda, Canada, the Cayman Islands, China, the Dominican Republic, Guam, India, Israel, Jamaica, Japan, Mexico, Netherlands Antilles, Saipan and South Korea, and on select cruise ships, call 1.800.922.0204 or visit verizonwireless.com/roaming
- EV-DO not available everywhere while roaming.

How can I check data usage for my Mobile Broadband device?

You can check your approximate unbilled monthly data usage for your Mobile Broadband device through the following options:

- VZAccess[®] Manager "Usage" button²
- My Verizon or My Business Account
- Have your Mobile Broadband device wireless number available and call 1.800.922.0204.
- Prepaid Mobile Broadband customers can check usage through the VZAccess Manager "Usage" button² or by calling 1.800.786.8419.

Approximate Data Usage³

Activity Type	Approximate Size
Email (1 text page without attachments)	3 KB
Word Document (with 5 text pages)	70 KB
Typical Web Page Lookup	300 KB ⁴
Low Resolution Digital Photo	500 KB
PowerPoint Presentation (20 pages with text and light graphics)	3 MB
V CAST Music with Rhapsody [®] PC Download (3-minute song)	4 MB

Please note: 1024 KB = 1 MB; 1024 MB = 1 GB

³ The above examples are just estimates, based on approximate size assumptions. Actual file sizes and user experiences will vary.

⁴ Graphically intense pages or pages with video can exceed 3 MB.

⁵ Speeds require an EV-DO Rev. A-capable device. When using an EV-DO device that is not Rev. A-capable or traveling in the Extended Broadband Services Rate and Coverage Area, you can expect download speeds of 400–700 Kbps and upload speeds of 60–80 Kbps.

⁶ Mobile Broadband speed claims based on our network tests with 5 MB FTP data files, without compression. VZAccess Manager will indicate when you're in an EV-DO Rev. A coverage area.

⁷ Prepaid Mobile Broadband usage is not available on any PC cards. Only available on ExpressCards, USB modems, Intelligent Mobile Hotspots and Mobile Broadband Built-In on select notebooks/netbooks.

⁸ Not available with Prepaid Mobile Broadband Plans.

⁹ There will be a time lag between the end of a data session and the point at which the usage will appear on any of these tools.

¹⁰ Customers must download the most recent version of VZAccess Manager from vzam.net for this capability. For Windows, version 6.7 or higher. For Mac OS X, version 4.0 or higher. When using Intelligent Mobile Hotspot, you must connect with the included USB cable to check your usage in VZAccess Manager.

Get connected – with ease.

- Take your laptop virtually anywhere with one of our modem devices. Choose from Mobile Broadband PC Cards, USB Modems, ExpressCards or notebooks/netbooks with Mobile Broadband Built-In.
- With the Verizon Wireless MiFi™ 2200 Intelligent Mobile Hotspot,⁵ you can connect up to five Wi-Fi-enabled devices through one convenient Mobile Broadband device.

Expanded broadband⁶

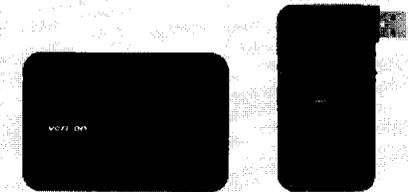
GlobalAccess lets you take your laptop more places than ever with expanded Mobile Broadband service abroad. Get access to Internet, email, intranet and applications through global wireless networks in more than 185 destinations, over 75 with 3G speed. See verizonwireless.com/goglobal for pricing.

Included features⁷

Mobile Broadband Plans include Text Messaging⁸ and New Every Two. Digital service and specific equipment may be required.

Additional Information

For more details about MiFi, see page 11. For Additional Plan Information, see page 14.



Verizon Wireless MiFi™ 2200 Intelligent Mobile Hotspot

AD3700 USB Modem (GlobalAccess-capable)

⁵ When multiple users are connected to the Intelligent Mobile Hotspot, all their data usage will be aggregated and applied to the Intelligent Mobile Hotspot customer's monthly, weekly or daily allowance. Prepaid Mobile Broadband customers who reach their data allowance limit will need to purchase another session through VZAccess Manager.

⁶ Not available in some areas. Text Messaging is 20¢ per message sent (per recipient) or received (including messages to and from wireless customers in Canada, Mexico and Puerto Rico). International Text Messaging is 20¢ per message received and 25¢ per recipient per message sent. For PC Card, ExpressCard, USB Modem, Intelligent Mobile Hotspot and Mobile Broadband Built-In notebook/netbook devices, if you don't utilize VZAccess Manager (or an SMS-capable connection manager), you will be billed for text messages that are sent to you, but you will not be able to receive them. When using Intelligent Mobile Hotspot, you must be connected via the provided USB cable to receive text messages. If you are connected via Wi-Fi, you will be billed for text messages that are sent to you, but you will not receive them. Text Messaging Block is available upon request.

Go global.

Verizon Wireless keeps you connected around the corner and around the world.

Lots of locations

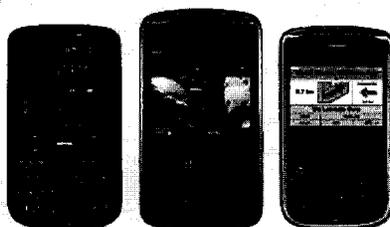
The world is calling. Answer it. With Verizon Wireless, you can call and text in more than 200 destinations. Plus, with more data coverage than ever before, you can email and browse the web in more than 185 destinations, over 75 with 3G speed. So before you travel the globe, for business or pleasure, switch to Verizon Wireless, America's Largest Wireless Network. Visit verizonwireless.com/goglobal for details.

One phone

You'll love the convenience of one phone with voice and data services at home and abroad. Choose from a variety of Dual Band and Quad Band GSM and UMTS-capable phones, including BlackBerry devices.

Find your way

Don't get lost trying to find the must-see sights on your itinerary. The GPS technology of VZ Navigator™ Global* will guide you where you need to go in destinations around the world. See page 38 for more details.



HTC Ozone™ New! BlackBerry® Storm™ BlackBerry® Tour™

For more information on phones, see pages 6-10.

Here's how it works:

From the U.S.:

It's easy to keep connected. You can use your own phone to call anywhere in the world. (You may need to activate international dialing capability.) International long-distance rates start at 49¢ per minute, plus airtime.

International Long-Distance Value Plan

If you've got friends in faraway places, stay in touch for less. For \$3⁹⁹ monthly access, you'll get rates as low as 6¢ per minute, plus airtime, for calls from your Home Rate and Coverage Area.

International Messaging

Send text messages to family and friends in more than 120 destinations for just 25¢ per recipient or receive a message for 20¢. Picture and video messaging to select destinations is 50¢ per message per recipient to send or 25¢ per message to receive. Text, picture and video messages sent to phone numbers in Canada, Mexico and Puerto Rico are charged the same as messages to numbers in the U.S. Visit verizonwireless.com/internationalmessaging



You get the best!

Global Traveler readers gave us the magazine's GT Tested Award, the most sought-after recognition of excellence in business travel.

Outside the U.S.:

Global Phone offers the convenience of reliable, consistent voice service at home and abroad, so you can stay in touch as you travel the globe! Check out the benefits:

- One phone, with voice coverage in more than 220 destinations around the world.
- One number, no matter where you are.
- One bill, for both domestic and international calls.

Global Value Plan

Get discounted rates in more than 150 destinations for just \$4⁹⁹ per line per month.

Global Messaging

No time to call? No worries. You can send text messages while traveling the world. Rates are 50¢ per message sent (per recipient) and 5¢ per message received. Picture and video messaging⁴ is 50¢ per message, per recipient to send and 25¢ per message to receive, plus global data roaming charges.

Start cruising

With our Cruise Ship Service, you can call loved ones from international waters while on 17 major cruise lines, including Carnival®, Disney and Royal Caribbean®, for \$2⁹⁹ per minute. You can also send email with a BlackBerry or smartphone.

How to go global:

	With any Verizon Wireless Phone	With an Enhanced Global Phone	
		Occasional Global Traveler ¹	Purchase a Global-Capable Device
How It Works	Use your phone in more than 40 popular destinations worldwide, including Canada, China, India, Brazil, the Dominican Republic and the Bahamas.	Use our Global Travel Program for occasional travel abroad in most overseas locations. Wireless voice- and data-capable devices are available.	Get a global phone, BlackBerry device or modem device for wireless service in the U.S. and in more than 220 destinations worldwide. ²
Cost		Voice rates as low as 69¢ per minute For a complete list of destinations and rates, visit verizonwireless.com/goglobal	
Sign Up	1.800.922.0204	1.800.711.8300	1.800.2 JOIN IN

International dialing capability (I-Dial), which is subject to minimum payment history, must be added to your account to make calls while traveling. I-Dial is not required to receive calls, or for data usage, while traveling in CDMA countries. Selection may vary. Phones subject to availability. In order for your global phone to work while traveling in GSM/UMTS destinations, you must have a SIM card and you must have global capabilities on your account.

¹ Global Services require credit approval.

² Available on select global-capable devices.

³ Service may be restricted without notice. Coverage limitations and maps available at verizonwireless.com/goglobal

⁴ In addition to the pay-per-message rates, global data roaming rates also apply: Canada—10.00¢/KB or 12¢/MB; Mexico—0.005¢/KB or 15¢/MB; all other destinations—10.02¢/KB or 20¢/MB. See the Small Business Guide for more details on global data roaming charges.

⁵ Certain restrictions apply.

Data availability in more than 185 international destinations with a Quad Band GSM/UMTS-capable device.

Plans

Life made easy. With My Verizon.

It's your time and your money. Manage your account however and whenever you want.

Watching the clock – and your budget – isn't always easy. My Verizon can help you save time and money.

Save time.



Switch phones – Instantly.

Lost your phone and can't make it to a Verizon Wireless store right now? Easily activate an old phone and don't miss a call. Lost, stolen or damaged phone? If you have Equipment Protection, place a claim online through *My Services > My Phone* and your device will be shipped via overnight delivery.



Transfer your contacts in no time.

Keep your contacts secure. When you register for My Verizon as the Account Owner, we'll waive the monthly charge for Backup Assistant* (a \$1⁹⁹ per month value, for each line on your account). See page 47 for more details.



New! Move your media.

When you switch to a new phone, there's no need to spend hours getting back your favorite Ringtones, applications and games. My Media Retrieval helps you do it all online, in minutes. Log on to My Verizon and select *My Services > My Media* to get started.¹



Set some boundaries.

Be sure your kids can access only what you want them to. With Verizon Safeguards available at My Verizon, it's a snap to set up content filters and usage controls, and block unwanted calls, messages and Internet spam.



Find reviews you can use.

Shopping for phones? Don't bother scouring the web for equipment reviews. See how customers like you rate our phones, and leave feedback of your own.



Join Verizon Community Forums.

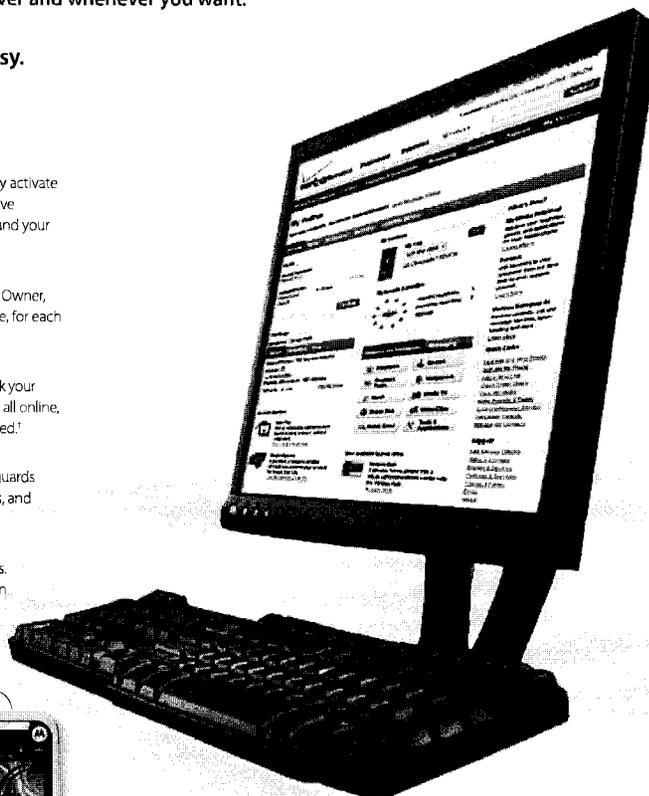
It's the place where users help other users. Get answers to your questions, tell your stories, exchange tips and more. Start learning and sharing today.

Manage your account on the go – for free.

Can't get to a computer? Get account info right on your phone with My Verizon Handset.

- Check Balance and Usage (minutes, messaging and data)
- Make Payments and Review Last Five Payments
- View Current Plan
- Add or Delete Features
- Manage your Friends & Family numbers

To get My Verizon Handset,² go to: *Mobile Web > My Verizon*. Directions may vary for BlackBerry, smartphones and other devices.



Register now at verizonwireless.com/myverizon

Save money.



Pick your Friends & Family.

Now's the perfect time to visit My Verizon. Manage Friends & Family online, set and change your numbers whenever you want, and get unlimited calling to the people you call most. Anywhere in the U.S. Anytime. Please see page 14 for more details.



Manage your minutes.

My Verizon makes it easy to avoid overage fees. With Minute Check,³ find out if you're using more minutes than your Plan includes. If you are, save money by changing to another plan, now or later. You can change your Plan without extending your contract, and you can even backdate the change to the beginning of your bill cycle.



Get a new phone for less.

With Annual Upgrade, sign up for a two-year agreement on a plan of at least \$49⁹⁹ and you can buy a new phone at its promotional price every year with a two-year renewal (upgrade fee may apply). Or log in, click on *My Services > My Phone* and see when you'll be eligible for the *New Every Two* discount. You only have to fulfill 20 months of your 24-month term to take advantage of *New Every Two*.



Pay bills your way.

View or print your bills anytime. Go green and set up Paperless Billing. Make one-time payments, or use Auto Pay and never worry again about missing a payment.⁴



Track referral rewards.

Introduce us to your friends and you'll both get rewarded.

Get a \$25 Verizon Wireless Rewards Visa[®] Debit Card⁵ just for referring new customers to America's Largest and Most Reliable Wireless Network. Visit verizonwireless.com/refer for details. Limit 5 per year.



⁶ Subject to specific terms of use. Results may vary based on backup schedule and other factors.
¹ Available to consumer customers only with Get It New/Media Center–capable devices who are enrolled in My Verizon. Standard content charges will apply for all downloads, unless you are retrieving eligible content to a certified like-new replacement device through My Media Retrieval. Airtime or megabyte charges, as applicable, apply for all downloads. Does not apply to business customers, federal/state government customers, national account customers, or PDA and smartphone users.
² There are no airtime or data charges for using these services from the National Enhanced Services Rate and Coverage Area.
³ See verizonwireless.com/myverizon for details. Minute Check is available for accounts with up to 10 lines that are enrolled in My Verizon.
⁴ Detailed Billing: Customers can choose to receive a detailed bill by mail for \$1⁹⁹ per month per mobile telephone number.
⁵ Cards are issued by Citibank, N.A., pursuant to a license from Visa U.S.A., Inc., and managed by Citi Prepaid Services. Cards will not have cash access and can be used everywhere Visa Debit Cards are accepted.

Plans

Options

Music, Ringtones, Videos, TV, Games & More | Pages 34-47

Increase your app-titude.

Your phone isn't just for making calls. Explore the possibilities with the latest apps from Verizon Wireless. You'll find more than 20,000 applications for Windows Mobile-capable phones, including entertainment's biggest names, the hottest games, GPS-based directions and more.



Samsung Rogue™

LG enV3

Celebrity endorsements not implied.

Downloaded content and applications may only be used on the device to which they are downloaded. If you change devices, you will need to re-download the content and pay any applicable charges. Always download and use content legally. Not all applications are available on all devices.

All company names, trademarks, logos and copyrights not the property of Verizon Wireless are the property of their respective owners.

Music Applications 34

Get the latest music with Verizon Wireless Media Store and V CAST Music with Rhapsody®.

Video & TV Applications 36

Keep up with your favorite TV shows, plus videos, sports and more, with V CAST Video On Demand and V CAST Mobile TV.

Productivity Applications 38

Get more done on the go with hard-working apps like VZ Navigator, Mobile Web and more.

Text, Picture, Video & Instant Messaging 40

Stay in touch in seconds.

Visual Voice Mail 42

Check and manage Voice Mail on-screen.

Gaming Applications 43

Take today's hottest games with you.

Family Locator, Usage Controls, Content Filters & Spam Controls 44

Safeguard your family and your pocketbook.

Total Equipment Coverage 46

Protect your phone from loss, damage and more.

Roadside Assistance & Backup Assistant 47

Get help on the road and secure your contacts.

Get tuned in.

Bring music – and personality – to your phone.

Take your favorite MP3s with you.

You can buy and download full songs from our catalog of millions of MP3s. Use a compatible USB cable to transfer downloaded MP3s to your V CAST music phone. Visit the Verizon Wireless Media Store at mediastore.verizonwireless.com

Ringtones

Listen to your favorite song each time someone calls you. The Verizon Wireless Media Store has thousands of songs and sounds to choose from. Buy them on your phone or on your computer for \$2⁹⁹ per tone. Discounts available when purchased as a Ringtone/Ringback Tone bundle.

Ringback Tones

Why should you have all the fun? Entertain your callers, too, with Ringback Tones* – songs or sounds they'll hear while waiting for you to answer. There are more than 50,000 to choose from. Pricing is 99¢ per month and \$1⁹⁹ one-time charge per tone (12-month license¹). You can even create multiple jukeboxes for random song playback.

Bundle your tones and save.

You can get discounted rates on most songs when you buy them as both a Ringtone and a Ringback Tone. Or buy jukeboxes – bundles of Ringback Tones – at discounted rates. Prices vary by jukebox bundle.

Where to get them:

There are two ways to buy Ringtones and Ringback Tones:

- On your phone at *Get It Now/Media Center > Music & Tones > Get New Ringtones > VZW Tones Deluxe*
- On the web at mediastore.verizonwireless.com

Smartphone users should go to Application Center, VZAppZone or VZ Start on their browser.



Download charges apply.

*Voice Mail is required for use of Ringback Tones. If your account does not already have Voice Mail, Basic Voice Mail will be provisioned at no charge.
¹100-tone max.



V CAST Live: Where music comes to life.

Visit vcastlive.com to find:

- Exclusive music and videos available only from Verizon Wireless
- Information about contests and concert tours
- Cool social networking applications like Green Screen videos and remixes
- Rewards for loyal fans and active community members, including mobile tickets and exclusive access to artists
- Gift with Purchase opportunities:
 - For a limited time only, get free Jonas Brothers content with the purchase of an LG Chocolate TOUCH.
 - BlackBerry Storm/Tour Users: Text GD to 5509 for free music from Green Day! (Offer ends December 31, 2009)

Follow us on Twitter! Go to twitter.com/vcastmusic

The beat goes on.

Keep the party going with V CAST Music with Rhapsody[®].

Turn your phone into a personal music player.

V CAST Music with Rhapsody[®] gives you unlimited access to millions of songs. For just \$14⁹⁹ per month, you can listen to as many songs as you want and transfer music from your PC to up to three compatible devices.^{4V}

More ways to listen.

In addition to the subscription service, V CAST Music with Rhapsody[®] gives you two ways to buy songs individually:

Purchase songs on your phone and get a second copy to download on your PC. Songs are \$1⁹⁹ each (including the second copy).¹ To get the song on your PC, just download the free V CAST Music with Rhapsody[®] software² from verizonwireless.com/music, and sign in with your Verizon Wireless number and My Verizon password.

Buy songs on your PC and transfer them to your device (compatible USB cable required and may be sold separately). Once you've downloaded the free V CAST Music with Rhapsody[®] software² on your PC from verizonwireless.com/music, you can buy individual songs or even get complete albums.

Get access to more than 5 million MP3s at verizonwireless.com/mp3

Subscription Service	Monthly Charge
V CAST Music with Rhapsody ^{4V}	\$14 ⁹⁹
Add memory cards for more music.	
2 GB	1000 songs ³
4 GB	2000 songs ³
8 GB	4000 songs ³

Rhapsody and the Rhapsody logo are trademarks and registered trademarks of RealNetworks, Inc.

^{4V}V CAST Music with Rhapsody[®] monthly subscription customers must sync their subscription-capable device to the PC software once per month to renew song licenses.

^{2V}V CAST Music with Rhapsody[®] subscription-capable device required. In-store device software update flash may be required. Verizon Wireless Prepaid customers are not eligible for V CAST Music with Rhapsody[®] monthly subscription service, but they can sign up on rhapsody.com with a credit card and sync music to their subscription-capable device or subscription-capable MP3 player.

¹In addition to the per-song download charge, a 99¢ fee applies to the first song Verizon Wireless Prepaid customers purchase from their phones in any 24-hour period. Battery depletion from song listening and/or downloading varies on all devices.

³Software available only on Microsoft[®] Windows Vista[™] or Windows XP.

⁴Approximate number based on manufacturer's labeled memory card size and 4-minute songs at 64 Kbps downloaded to your phone over the air. Synced music files may require significantly more memory.

⁵Downloading the V CAST Song ID application will require approximately 1MB of data. V CAST Song ID is not available on all devices, results are not guaranteed and not all content is available for purchase. For availability, visit verizonwireless.com/songid

Name That Tune



Need to know who sings that new song? V CAST Song ID[®] can help. Hold your phone up when you hear the song playing and Song ID will identify it for you.

Visit verizonwireless.com/songid



Options

Your shows on your time.

With full episodes of your favorite TV shows and live sports events, V CAST Video On Demand is entertainment that goes where you go.



V CAST Video On Demand is now available on the BlackBerry Storm and select smartphones!

V CAST Video On Demand includes:

• **Unlimited Basic Video On Demand**
Entertainment, sports, news, weather and more! (Content refreshed daily.) **\$10** monthly charge

Additional Charges

• **Premium Music Videos** \$2.99 per video clip, download only.

• **Premium Video Subscriptions** Prices vary by channel.

No addtional data charges apply for Unlimited Basic Video On Demand. Speak with a Sales Representative for details. V CAST Video On Demand not available with many smartphones.

Catch your favorite shows and live sports from anywhere in the V CAST Coverage Area. We've got more than 100 channels, with additional shows added every day in on-demand, full-length episodes.

Here's a look at some of what you can watch:

- ABC favorites *Desperate Housewives*, *Lost* and *Grey's Anatomy*
- *CSI*, *NCIS* and *The Young and the Restless* from CBS
- NBC hits like *The Office* and *30 Rock*
- The new season of Fox's *24*
- The best of cable, including Disney Channel's *Hannah Montana*, Nickelodeon's *SpongeBob SquarePants*, Comedy Central's *The Colbert Report* and AMC's *Mad Men*
- Live college football and basketball games from ESPN, CBS, Fox Sports and NBC
- Concert footage from artists like Green Day and the Jonas Brothers

Visit verizonwireless.com/vcast

Additional Information

For more details, see the Important Information and Additional Coverage Map section in the back of this brochure.

V CAST Video On Demand is also available for 13 for 24 hours, only through direct access from your V CAST-capable device with Video Client software version 3.0 or higher. Music videos can be downloaded but cannot be streamed.

© Disney Hannah Montana. All rights reserved. Celebrity endorsements not implied.

TV to go.

V CAST Mobile TV puts the best of television in the palm of your hand.

With more than 25 prime-time shows and kids' programming, V CAST Mobile TV lets you watch your favorite programs on the go. Just press the TV key on your device.

- Surf top-rated shows from your favorite networks.
- Use our program guide and optional Parental Controls.
- Watch ESPN favorites like *Pardon the Interruption*, *Around the Horn* and *Fantasy Focus*.
- Get live sports coverage – with more than 200 live games available throughout the year – including MLB, NBA, college football, college basketball, extreme sports, tennis, boxing, soccer, auto racing and more.

Visit verizonwireless.com/mobiletv or speak with a Sales Representative for details.

V CAST Mobile TV includes:

- **Unlimited Access to:** ESPN Mobile TV, ESPN Radio, MSNBC, CNBC, NBC2Go, CBS Mobile, Comedy Central, MTV, MTV 10s, Nickelodeon, FOX and FOX News channels. **\$15** monthly charge
- Block programs by rating.

The V CAST Mobile TV Limited Package, which includes only MSNBC, CNBC, NBC2Go, CBS Mobile and FOX, is available for \$13 monthly charge.



Coming soon! HTC Imagic™
Screen graphics simulated.

Not available in all areas. Visit verizonwireless.com/coveragelocator for V CAST Mobile TV Coverage Maps. For important additional information, including the collection, transmission and use of viewing information, see the V CAST Mobile TV Terms and Conditions in the back of this brochure. V CAST Mobile TV phone required; coverage not available everywhere. All company names, trademarks, logos and copyrights not the property of Verizon Wireless are the property of their respective owners. All rights reserved.

Celebrity endorsements not implied.



Options

Talk with your hands.

When it comes to messaging, text is only the beginning. Make a real statement with pictures, video and animation.

Connect your way.

Text, Picture, Video and Voice Messaging is a fast and easy way to stay connected.

- Snap and send pictures.
- Shoot/send up to 60 seconds of video.
- Use the driver-friendly message reply with Voice Message to record up to 60 seconds of your voice to respond to calls you receive on the road.*
- 20¢ per text message sent (per recipient) or received (including Canada, Mexico and Puerto Rico).
- 25¢ per picture, video and voice message sent (per recipient) or received (including Canada, Mexico and Puerto Rico).
- Basic Messaging¹ is only a \$5 monthly charge for 250 messages.

verizonwireless.com/messaging

Messaging Bundles

Unlimited Text, Picture, Video & Voice Messages

with more than 80 million Verizon Wireless customers.

\$10 monthly charge	=	Unlimited Mobile to Mobile Messaging	+	500 additional messages ⁴
\$15 monthly charge	=	Unlimited Mobile to Mobile Messaging	+	1500 additional messages ⁴
\$20 monthly charge	=	Unlimited Mobile to Mobile Messaging	+	5000 additional messages ⁴

⁴Always applies when sending and receiving Instant Messages and when receiving Text Alerts. Also applies to Text, Picture, Video and Voice Messages: (i) with non-Verizon Wireless customers in the United States and on participating networks in Canada, Mexico and Puerto Rico; and (ii) via email. Premium Messaging programs not included. Overage Rate: 10¢ per message sent (per recipient) or received for Text/Picture/Video Messages.

Unlimited Mobile to Mobile Messaging with other Verizon Wireless customers from within the National Enhanced Services and Extended National Enhanced Services Rate and Coverage Areas. Text, Picture and Video Messaging is not available throughout the Nationwide Rate and Coverage Area. Instant Messages are not included as Mobile to Mobile Messages in any Unlimited Mobile to Mobile Messaging plan.

Additional Information

For additional details, see the Important Information and Additional Coverage Map section in the back of this brochure.

* Users can also send a voice message by creating a sound within a Picture Message; Picture Message rates apply.

¹ Standard messaging charges will be billed to recipients. Premium Messaging programs and Mobile to Mobile Messaging not included. Overage Rate is 10¢ per message sent (per recipient) or received for Text/Picture/Video Messages.

² Standard messaging rates apply. Additional premium rates apply to picture alerts (which you will be required to accept before enrolling).

³ Message charges will be billed to recipients. Additional charges may apply for some animated messages; please see verizonwireless.com/animatedmessaging for details. Airtime or data usage will also apply when sending animated messages from your device.

Some short codes carry premium charges, which you'll be prompted to accept before subscribing and sending. Opt out of a program by texting "stop" to the code. Additional charges apply for international messages.



Store your pictures.

Save up to 75 pictures free of charge or get unlimited storage for pictures and videos for only \$1⁹⁹ per month.

- Order prints – and gifts like mugs, albums and postcards. Have them delivered or pick them up.
- Customize pictures with Fun Effects.
- Sideload your pictures to the V CAST Media Manager, where you can organize, edit, and create albums and slideshows for your pictures and videos.

verizonwireless.com/picture

IM from your device.

With Mobile IM² have full IM conversations on AIM[®], Yahoo! and Windows Live Messenger[™] just like on your PC. The application is preloaded on most devices and is now available on select BlackBerry devices and smartphones. Standard messaging rates apply.

verizonwireless.com/IM

Stay informed.

Receive fast, timely and automatic alerts,⁴ including AMBER alerts, sports scores and weather.

verizonwireless.com/alerts

Make your messages move.

Send cool animated character messages with Animated Messaging³. Just choose a character and the text you want it to say and send your message to any email address or Verizon Wireless mobile phone number.

verizonwireless.com/animatedmessaging

How It Works

When BTW and LOL just aren't GUD ENUF, make your messages come to life with Picture and Video Messaging from Verizon Wireless. Here's how it works:

- Launch your phone's camera by pushing the *Camera* button for one second (push for two seconds to capture and send a video message).
- Capture the image by clicking *OK*.
- Press **SEND** and select up to 10 people to share the image with.
- Add text and sound if you want, and then press **SEND** one more time.

Options

Visualize your Voice Mail.

Visual Voice Mail gives a whole new meaning to screening your calls. With an on-screen inbox, you can manage messages your way.

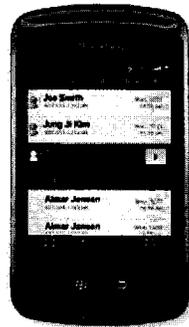
Visual Voice Mail

"You have 10 new messages." Don't have time to listen to all of them? With Visual Voice Mail, find out with just one look who left you messages and when. View, listen to or delete them in whatever order you like. You'll save time by managing your messages on-screen, instantly.

When you need to keep the conversation going, it's easy to compose, reply or forward a Voice Mail to other Verizon Wireless subscribers.

You can also:

- Save messages you want to keep.
- Use one-touch callback.
- Set up different greetings depending on who's calling.
- Get extra storage.



New! BlackBerry® Storm2™

Got Questions?

	Basic Voice Mail	Visual Voice Mail
What will I pay?	included in all plans	\$2 ⁹⁹ per month
How many messages can I keep?	20 messages	40 messages
How long can I keep them?	21 days	40 days
Can I reply to a Voice Mail by sending text, a photo or a video?	—	yes
Can I forward a Voice Mail message to someone else?	—	yes, to Verizon Wireless subscribers
How many customized greetings can I have?	—	10*
Can I archive messages or transfer them to My Sounds or a memory card for additional storage?	—	yes
Will I have Call Return?	—	yes

* Custom Greetings based on Caller ID.

Visual Voice Mail is available only in the National Enhanced Services Coverage Area and only on select devices. Former Alltel customers may not be able to take advantage of Visual Voice Mail. Please search Visual Voice Mail on verizonwireless.com for more details.

Basic Voice Mail required. Not compatible with Text Messaging Block. Data charges apply during application download, and standard messaging rates apply for messages initiated from the application. Accessing Voice Mail, Call Forwarding, Call Return, Personal Operator and other features is subject to airtime, long distance, roaming charges and taxes, and Mobile to Mobile Calling minutes do not apply. Visual Voice Mail stores the password and Voice Mail messages in electronic format on the device. Anyone in possession of the device can access Visual Voice Mail and Voice Mail messages.

Got games?

We've got the hottest games to keep you entertained.

The choice is yours.

From classic board games to the newest video games, Verizon Wireless offers hundreds of gaming applications – and two ways to get them:

- Browse, buy and download games on your device via *Get It Now/Media Center*.
- Or browse and buy games online at the Verizon Wireless Media Store, mediastore.verizonwireless.com/games

Play Assassin's Creed II exclusively from Verizon Wireless beginning in November.*

Plunge into the lush and deadly world of the Italian Renaissance, an era of arts, riches and conspiracy. *Assassin's Creed II* introduces you to Ezio, a new assassin carrying on the lineage of his forebears. Confront an epic tale of power and corruption as you hone your assassin's art in this gripping sequel.



Verizon Wireless Exclusive*

Verizon Wireless customers who download the game receive a free code that unlocks a new costume for Ezio on the console version.

* Verizon Wireless exclusivity is valid for 30 days beginning November 3, 2009, for mobile devices and November 17, 2009, for console gaming devices.

Data charges apply. V CAST Games are subject to the *Get It Now/Media Center License Agreement*. *Get It Now/Media Center*—capable device required. V CAST Game charges may vary.

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Top 5 Games



Board Games



Options

Your family. Your call.

Verizon Safeguards give families added peace of mind.

Family Locator

Life is hectic. But with Family Locator, you'll never lose sight of what's most important to you. Simply use your mobile device or the Internet to view the location of family members with Family Locator-capable devices.

If you have VZ Navigator, you can even get turn-by-turn directions to the location of your family member's device.**

And with arrival and departure updates you can set predetermined locations – like school, work, home and soccer practice – then get an instant update when your family members enter or leave the location.



Visit verizonwireless.com/familylocator

Service	Monthly Charge
Family Locator	\$9.99 per locatable device*

Most Verizon Wireless smartphones and advanced devices are equipped to serve as a Locator.

Content Filters

Make sure family members access only what you want them to. This free service uses a rating system to let you manage access to age-appropriate content in V CAST Video On Demand, Premium Messaging Services, V CAST Music with Rhapsody®, Mobile Web and more.

Visit verizonwireless.com/contentfilters

Spam Controls

Prevent unwanted inbound calls and messages with our free spam control service.

Visit verizonwireless.com/spamcontrols

* VZ Navigator subscription required.
** To use Family Locator, you must have a Family Locator-capable device.

Family Locator: Subject to specific terms of use. Verizon Wireless does not guarantee the accuracy or completeness of any information, including location information. Only available in the National Enhanced Services Rate and Coverage Area. Family Locator and arrival and departure updates should not be used as child management tools and are not a substitute for adult supervision. Downloading the Family Locator Member application will require approximately 1 MB of data each. Megabyte charges will not be incurred for using the Family Locator Member application after download to the device. Application not available on all devices.

Usage Controls

Protect your pocketbook against overage charges and save time with automatic updates on family members' usage. Our tools help you create the digital experience that's right for your family.

- Use My Verizon to set monthly voice and messaging allowances and receive free text messages when family members near and reach their allowance.
- When you establish a messaging allowance, billable messages can no longer be sent or received once the allowance is reached.
- Block unwanted calls and text messages from being sent or received.
- Designate specific times of the day or days of the week that are restricted from voice, messaging and data usage.
- Designate trusted numbers that can always communicate with family members.

Visit verizonwireless.com/usagecontrols

Service	Monthly Charge
Usage Controls	\$4.99 per line

Additional Information

For additional details on Family Locator and Usage Controls, see the Important Information and Additional Coverage Map section in the back of this brochure.

Visit verizonwireless.com/verizonsafeguards

Usage Controls: Subject to specific terms of use. Usage Controls is not guaranteed to be precise or accurate. Usage Controls requires a supported, capable device on a Nationwide Plan and does not work with Text Messaging Block, V CAST Mobile TV, or Mobile IM 3.0 or higher. Not available with prepaid accounts or accounts with more than 10 lines of service and not compatible with BlackBerry devices, Mobile Broadband devices such as PC cards, Push to Talk devices or devices with Static Internet Protocol addresses. Usage Controls may not work outside the National Enhanced Services Rate and Coverage Area.



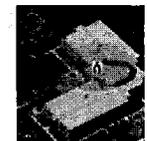
How It Works

Get the peace of mind of knowing you've protected your family with Verizon Safeguards like Family Locator and Content Filters. Here's how to get them.

Family Locator

To begin locating family members, just follow these easy steps:

- Purchase Family Locator at a store or online at verizonwireless.com/familylocator
- Activate each family member's device you wish to locate at familylocator.vzw.com using the step-by-step Activation Wizard after accepting the Terms & Conditions.
- From your Verizon Wireless device (fl.vzw.com) or the web (familylocator.vzw.com), enjoy the comfort and convenience of locating a family member's phone anytime using the *Locate* button.
- Add locations of interest to your family by clicking on the *Locations* tab and selecting *Add Location*.
- Create arrival and departure updates to receive updates when your family member enters or exits a location you define, such as school or work, by clicking on the *Updates* tab and selecting *Add Update*.



Content Filters

Setting up Content Filters is simple when you've signed up to use My Verizon. Just go to verizonwireless.com/myverizon and sign in, then:

- Click on the *My Services* tab. You will see a Verizon Safeguards menu item to select.
- Click on the *Parental Controls* menu item.
- Click on the *Content Filters* tab and then click *Edit*.
- Select a *Content Filter*, read and accept the Terms & Conditions and click *Submit*.

Options

Protect your peace of mind.

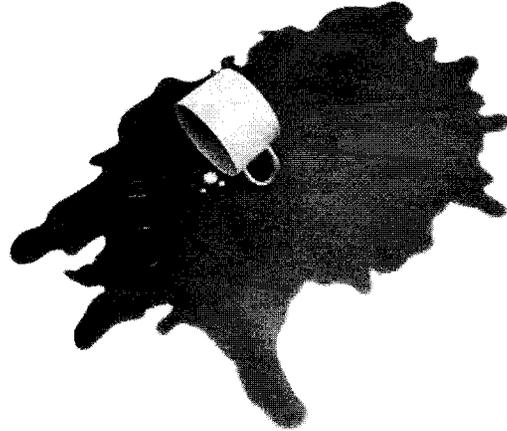
If your phone gets lost or damaged, don't sweat it. You've got Total Equipment Coverage.

Total Equipment Coverage

Sign up for Total Equipment Coverage at \$5⁹⁹ per month (phones) or \$7⁹⁹ per month (advanced devices) and if your device breaks, gets lost or stolen, or malfunctions, you're covered, and we offer overnight shipping at no extra cost. Usually, you'll get your replacement within 1-2 business days after approval.

Total Equipment Coverage combines Verizon Wireless Extended Warranty and Asurion's Wireless Phone Protection.*

To enroll, visit a Verizon Wireless store and talk to a Sales Representative or call **1.800.2 JOIN IN**. You must enroll within 30 days of new device activation or upgrade. Also, you may cancel coverage anytime without penalty and receive a prorated refund of your unused premium.



Defective devices under the manufacturer's warranty will be replaced for free with a certified like-new device. Just contact Verizon Wireless at 1.866.406.5154. For all of your device replacement options, visit verizonwireless.com/devicereplacementprogram

Total Equipment Coverage

- Lost Devices
- Theft
- Accidental Damage (e.g., liquid damage)
- Manufacturer Defects (after the manufacturer's warranty expires)
- Overnight Shipping

	Phones	Advanced Devices <small>(See verizonwireless.com/advanceddevices for complete list)</small>
	\$5⁹⁹ monthly charge	\$7⁹⁹ monthly charge

The Verizon Wireless Extended Warranty program provides a free replacement device for mechanical or electrical defects after the manufacturer's warranty expires.¹ Available separately for \$1⁹⁹ per month.²

Asurion Wireless Phone Protection includes a \$39 (phones) or \$89 (advanced devices) nonrefundable deductible per approved claim, a \$400 (phones) or \$1500 (advanced devices) per-claim limit and a two-claim limit per 12-month period. In addition, Asurion may fulfill claims with new, reconditioned or different equipment. Available separately for \$4⁹⁹ (phones) or \$6 (advanced devices) per month.

* Wireless Phone Protection provided by Asurion Insurance Services, Inc. For complete terms and conditions, see Asurion Wireless Phone Protection brochure, call Asurion at 1.888.881.2622 or visit phoneclaim.com/verizon

¹ If you are not enrolled in the Extended Warranty Program and your phone suffers an electrical or mechanical failure after the manufacturer's warranty period expires, it can be replaced for \$50 per occurrence. Total Equipment Coverage and Extended Warranty are not available in all retail locations and/or states (e.g., state of Florida).

² Verizon Wireless Extended Warranty is \$1⁹⁹ (phones) or \$1⁹⁹ (advanced devices) when included as part of Total Equipment Coverage. For more program details, please refer to the Welcome Guide for Extended Limited Warranty or Service Contract Information.

We've got your back.

Problems on the road? Worried about losing your contact info? Relax – we're here to help.

Roadside Assistance

Sometimes things get bumpy. But don't worry – emergency roadside help is only a call away, anywhere in the U.S. and Canada, 24/7.

With Verizon Wireless Roadside Assistance, you're covered when you have your wireless phone with you, regardless of the vehicle you're in.

Dial #ROAD (#7623) and press **SEND** from your device to get help or answers to service questions.

It's convenient and affordable, **only \$3 per month** for a single line or \$5 per month for all Family SharePlan lines.

To enroll today, call **1.800.2 JOIN IN** or **1.866.406.5154** and press **SEND**, visit verizonwireless.com/myverizon, or go to your nearest Verizon Wireless store.

Roadside Assistance Includes:

- Towing services
- Lockout services
- Battery boost & tire changes
- Fuel delivery

Additional Information

For additional details, see the Important Information section in the back of this brochure.

Backup Assistant

Automatically back up your address book – wirelessly.

Schedule a daily automatic backup.

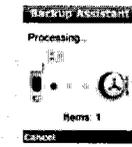
Store and update numbers online, then easily upload them back to your phone.

Quickly download stored information to your next Verizon Wireless phone.

Only \$1⁹⁹ per month, per line. Visit verizonwireless.com/backupassistant

Register as the Account Owner on My Verizon and we'll waive the monthly charge for Backup Assistant.* (That's a \$1⁹⁹ per month value for each line on your account!)

verizonwireless.com/myverizon



Only \$5 per month for your Family SharePlan account

* Subject to specific terms of use. Results may vary based on backup schedule and other factors. Downloading the Backup Assistant application will require approximately 1 MB of data. Compatible device required.

Options

Important Information & Additional Coverage Map

Just to make sure we're on the same page – and if you're reading this, then we must be – we need to go over the following information with you. Sure, it looks like a lot, but it's all very good to know. OK, let's get going.

Additional Plan Information for Nationwide Plans and Mobile Broadband

Minimum Contract Term

Each line requires a month-to-month, one- or two-year contract.

Activation Fees

For most lines, there is a \$35 activation fee. If you have a secondary Family SharePlan or secondary Nationwide 65 Plus line with a two-year contract term, then the activation fee is \$25.

Early Termination Fees

The early termination fee is up to \$175, or up to \$350 if your contract term results from your purchase of an Advanced Device after November 14, 2009. For a complete list of Advanced Devices, go to verizonwireless.com/advanceddevices

If you're activating Mobile Broadband Plans or you're on a month-to-month term, you are not eligible for monthly access fee discounts.

Taxes, Surcharges and Fees

The market you're in determines taxes, surcharges and fees, such as E911 and gross receipt charges. As of September 1, 2009, they can add between 5% and 37% to your standard monthly access and other charges.

Monthly Federal Universal Service: (12.3% of interstate and international telecom charges, as of October 1, 2009; varies quarterly based on FCC rate), Regulatory (7¢ per line for Nationwide Plans; 2¢ per line for Mobile Broadband Plans) and Administrative (92¢ per line for Nationwide Plans; 6¢ per line for Mobile Broadband Plans) charges are Verizon Wireless charges, not taxes, and are subject to change. For more details on these Verizon Wireless charges, call 1.888.684.1888.

Worry Free Guarantee Additional Information

New Every Two

Like the name says, with *New Every Two*, eligible customers can get a discount toward a new device every two years. So if you have a plan of \$349 or higher and complete 20 months of your two-year contract, then you're eligible for the two-year discounted retail price, up to the price of the device after any available rebates. If you have a plan of \$799 or higher for the full three months prior to completing your *New Every Two* device upgrade, you'll get up to \$50 toward the purchase of that device. If your Plan is between \$349 and \$799 at any time during the three months prior to completing your *New Every Two* device upgrade, you'll get up to \$30 toward the purchase of that device. And if you want, you can also transfer your *New Every Two* credit to another line on your account.

Other Important Things to Know About *New Every Two*

- To receive your upgrade, you'll need to renew your agreement on that line for another two years with a plan of \$349 or higher.
- Upgrading your device at a discounted price, including exercising your Annual Upgrade option, will restart your eligibility for *New Every Two*.
- Secondary lines on a Family SharePlan are not eligible, except those on a Family SharePlan Unlimited Anytime Minute Plan.
- Discount amounts and plan tiers can change at the sole discretion of Verizon Wireless.
- Once you become eligible, you may have only six months to take advantage of your *New Every Two* benefits ... so don't delay.

Important Information

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

- Credit approval required.
- Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service.
- Verizon Wireless is not responsible for third-party content you encounter using these services, including any possible defamation, obscenity or profanity.
- Want to block access to certain content? Set up Content Filters at verizonwireless.com/myverizon or call Customer Service to block any lines on your account from using Mobile Web, Get It Now/Media Center, Messaging, V CAST and certain international services.
- When you call someone, his or her phone may show your name and wireless phone number. If you want to block this Caller ID, dial *67 before each call, or order per-line call blocking (just dial *82 to unblock) where available. You can't block Caller ID for some of the numbers you may call, such as toll-free numbers.

Nationwide Plans, Nationwide 65 Plus Plans, Nationwide Plus Canada Plans and Nationwide Plus Mexico Plans Limited Mobile to Mobile Calling with Limited Night & Weekend

Does your Plan have limited Mobile to Mobile Calling and limited Night & Weekend allowances? If so, then when you make a Mobile to Mobile call during Night & Weekend hours, your allowance minutes will be used in the following order:

- 1) Mobile to Mobile Calling
- 2) Night & Weekend
- 3) Anytime Allowance

Family SharePlans: Minimum Number of Lines
A Family SharePlan must include a minimum of two lines at all times. One line is the primary line, and the others are secondary. All lines must be activated on the same account, and in the spirit of family, they all use the number of minutes designated for the primary line.

Verizon Wireless Prepaid Plans Balance Expiration and How to Carry It Forward
When you replenish your account, you'll be given an expiration date, and at 12:01 a.m. on that day, your account balance will expire. To avoid losing your unused balance, simply refill your account before your expiration date.

Daily Access Fee, Charge Basis and Plan Changes
On the days you make or receive calls, a Daily Access fee, valid until 11:59 p.m., will be billed and deducted from your account.

Your call charges are based on the cell sites used and the time of the day at the telephone switching office that carries your call, so the time may be different from the time shown on your phone. You can only make four changes to your Plan in a 30-day period.

Mobile Web Charges and Usage
Mobile Web is billed at 99¢ per day only on the days you use it and provides unlimited Mobile Web use for 24 hours.

Service Suspension

If your account doesn't have enough funds for the Daily Access fee, you won't be able to make or receive any calls. Unfortunately, we'll have to suspend your service when your account reaches 0 or after the expiration date.

If your account is suspended, you won't be able to use Unlimited Calling, Mobile to Mobile Calling/Messaging with Verizon Wireless customers, Night Minutes and Weekend Minutes. If you activate service without a Refill Card and do not make a call within 60 days, you will lose any money in your account.

Your wireless number is subject to termination after the expiration period, and Verizon Wireless may charge up to a \$25 account setup fee to re-establish service.

Voice Mail

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.

Balance Limit

Your balance can't exceed \$1,000, and you may not be able to make payments to your account if it reaches \$1,000.

Taxes on Deposited Funds

When you deposit funds to your account through a Verizon Wireless Bill Payment Kiosk, taxes will be deducted from the total amount deposited at the applicable rate.

Balance Transfers

If you want to change from prepaid service to postpaid service, any remaining funds in your account will be credited to your postpaid account. We can't give you any credit for transaction taxes you may have paid when depositing funds into your account, so you could end up paying the same taxes twice.

Messaging Bundles

When you add a Messaging Bundle subscription, it will renew automatically every 30 days. If you don't have sufficient funds in your account at the time of renewal, messages will be billed according to the rates in your Plan. Once enough funds have been added to your account, your subscription will be renewed, and you will be assigned a new 30-day renewal date.

- If you unsubscribe from a Messaging Bundle, you can still use it until the expiration date.
 - If you re-subscribe before the expiration date, the bundle will resume with the original expiration date.
 - If you re-subscribe after the bundle's expiration date, a new bundle will be set up and you will be billed at that time.
- You can subscribe to only one Messaging Bundle at a time. If you have a Messaging Bundle and try to change it or add another one, the original bundle will drop off your account on the expiration date, and the subscription and charges for the new bundle will begin on the date it's added.

International Roaming

Voice Calling rates while roaming internationally are 69¢ per minute from Canada, Puerto Rico and the U.S. Virgin Islands; 99¢ per minute from Mexico; and 11¢ per minute from Bermuda. Text

Messaging rates while roaming internationally are 50¢ per message sent (per recipient) and 5¢ per message received. Visit verizonwireless.com/prepaid for more details and all available locations.

Unavailable Services

The following features and services are not available on Verizon Wireless Prepaid Plans:

- V CAST Video On Demand and Mobile TV
- New Every Two
- Extended Warranty
- Wireless Phone Protection
- Total Equipment Coverage
- Roadside Assistance
- Detailed Billing
- Visual Voice Mail

In some instances, these features or services may work, but charges will deplete account balance.

Data Plans and Features:

Content and Internet Access

Using your wireless device, you can access the Internet, including third-party information, content and services, through Mobile Web, Optimized View for Mobile Web and Dashboard. Verizon Wireless is not responsible for any information, content or services you access, download or use. When you visit a site or use a service, you do so at your own risk and any information you involuntarily or voluntarily provide to third parties may be subject to their intellectual property, privacy, use and other policies.

It's a good idea to use security software, blocking processes or filtering mechanisms to protect you, your information, your assets and any others who may use your wireless devices on your account. For additional information, visit the Verizon Content Policy at <http://responsibility.verizon.com/contentpolicy>

Data Plans and Features: Permitted Uses
You can use our Data Plans and Features for accessing the Internet and for such things as: (i) Internet browsing; (ii) email; (iii) Intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Plans and Features: Prohibited Uses
You may not use our Data Plans and Features for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service; that violates trade and economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other U.S. government agency; that interferes with the network's ability to fairly allocate capacity among users or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ii) below) or otherwise

denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iii) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (v) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

You may access and monitor your own data usage during a particular billing period, including during the Return Period under your Worry Free Guarantee, by accessing My Verizon online or by contacting Customer Service.

We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. (See verizonwireless.com/privacy)

National Mobile to Mobile Calling
When you have Mobile to Mobile Calling, you can talk with any of our customers anytime from within the Nationwide Rate and Coverage Area or Verizon Wireless Prepaid Plans Rate and Coverage Area, as applicable.

National Mobile to Mobile Calling is not available: (i) to customers whose wireless exchange restricts the delivery of Caller ID; (ii) with fixed wireless devices with usage substantially from a single cell site; (iii) if Call Forwarding or No Answer/Busy Transfer features are activated; (iv) for data usage, including Push to Talk calls, Picture Messaging or Video Messaging; (v) for calls to check your Voice Mail; (vi) for calls to Verizon Wireless customers using any of the Global services; (vii) in those areas of Louisiana and Mississippi where your phone's roaming indicator flashes; and (viii) for incoming calls if Caller ID is not present or Caller ID block is initiated.

Text, Picture, Video and Voice Messaging Billing
Instant messages sent and received from the Mobile IM application are billed as text messages. Messages sent are billed per recipient.

Approximate Data Usage Examples:

Basic information and examples showing the approximate data usage for several common Internet activities appear below.

The speed of the Verizon Wireless data network is measured in kilobits (kb) per second. However, the amount of data transmitted over the Verizon Wireless data network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB).

Bit	A unit of information that represents a single character.
Byte	A unit of information composed of 8 bits.
Kilobyte	1024 bytes (measuring the number of kilobytes tells you the size of a file and/or the amount of data you have used).
Megabyte	1024 kilobytes (measuring the number of megabytes tells you the size of a file and/or the amount of data you have used).
Gigabyte	1024 megabytes (measuring the number of gigabytes tells you the amount of data you have used).

Examples	
Application	Approximate Size
Email (1 text page without attachments)	3 KB
Word Document (5 text pages)	70 KB
Typical Web Page Lookup	300 KB
Low Resolution Digital Photo	500 KB
Microsoft PowerPoint® Presentation (20 pages text and light graphics)	3 MB
V CAST Music with Rhapsody® PC Download (3-minute song)	4 MB

The above examples are just estimates, based on approximate size assumptions. Actual file sizes and user experiences will vary.

International Use

Your Messaging Bundle doesn't cover international messages. And when you're roaming internationally, different charges may apply and Messaging Bundle allowances may not be available; see vzw.com/goglobal for more information. See verizonwireless.com/text for information about Text Alerts.

Unsolicited Messages

We reserve the right to block unsolicited messages, but you may receive them. If a message isn't delivered within five days from receipt on our network, it will be deleted. We don't guarantee that messages will be received, and we're not responsible for any messages that are lost or misdirected.

Character Limits

Most text messages can't exceed 160 characters. This includes the sender's callback number and the destination number/email address. Some phone models support more characters and enhanced messaging features. However, if the recipient's service provider or phone doesn't support the extra characters or features, they may not be able to view everything.

Pictures and Video

Check out verizonwireless.com/picture for the Picture and Video Messaging User Agreement. Keep in mind that if you cancel a picture or video message after pressing SEND, partial content may be delivered. You can control receipt of picture and video messages using the "prompt mode" feature on your phone.

Content

Verizon Wireless does not monitor messaging content; we recommend setting up filters, controls and blocking features when appropriate.

OPTIONAL SERVICES TERMS AND CONDITIONS

V CAST Music with Rhapsody® License Agreement

We grant you a limited, non-exclusive, non-transferable license to use the content solely for your personal, noncommercial, entertainment use. You understand and acknowledge that your rights with respect to content are limited by copyright law. All rights regarding use of content not expressly granted in this Agreement are reserved by us and/or Licensors.

You represent, warrant and agree that: (i) you are the account owner for the wireless telephone number used to access the service; (ii) you are using the service for your own personal, noncommercial entertainment use; (iii) you will not redistribute, rebroadcast, publicly perform, or publicly display any content or otherwise transfer any copies of content obtained through the service, or otherwise make use of the content in any way that would infringe the copyright therein.

Certain content offered through the service is protected by Windows Media® or other digital rights management technology ("DRM Content"), so that the intellectual property rights, including copyright, of the Licensors are not misappropriated. Your rights regarding such DRM Content are limited by copyright law and the Usage Rules, which may be changed at any time without prior notice. The following Usage Rules (assigned by us and/or Licensors) limit your use of DRM Content, even if unauthorized rules have been associated with the DRM Content by someone else. These rules are general guidelines, subject to change without notice, and may vary by Licensor. Subject to all other service terms and conditions, you may play DRM Content an unlimited number of times on an authorized PC or device; burn purchased DRM Content to compact disc ("CD") five times per song; and use

a compatible USB cable to sync DRM Content stored on your PC to up to three compatible authorized portable devices, including your phone ("Authorized Device"). DRM Content that is synced to an Authorized Device cannot be further transferred to other portable devices for playback. See verizonwireless.com/rhapsody for additional terms and conditions.

V CAST Mobile TV

You have to be within the National Enhanced Services Rate and Coverage Area to perform certain V CAST Mobile TV functions from your phone, such as initial activation of service, deactivation, service changes and ordering premium content; charges for sending and receiving data may apply.

Service is for personal, noncommercial use only and may not be resold or redistributed. Content providers, program schedules, menu order, program and channel availability and service functionality may change without notice. Content may not be recorded, stored or redirected to any device other than your phone. Content may include advertisements.

PLEASE NOTE:

BY USING V CAST MOBILE TV SERVICE, YOU AGREE THAT WE MAY COLLECT AND TRANSMIT INFORMATION ABOUT YOUR USE OF THE SERVICE.

This information will include, without limitation, the following: (i) activation, deactivation and subscription changes; (ii) date, time, duration and content viewed; (iii) viewing presentation events, such as changes to screen modes and interruption due to calls; and (iv) other service-impacting events like time zone changes, delivery failures and system-initiated transactions. The information will be used for billing, maintenance, troubleshooting and similar service-related purposes. The information will also be used to report viewing habits. In an aggregated, non-personally identifiable manner, to content providers and advertisers. The information may be shared with Verizon Wireless vendors, including, but not limited to, MediaFLO USA, and is subject to Verizon Wireless' privacy principles (available for viewing at verizonwireless.com).

Get It Now/Media Center

With Get It Now/Media Center, you can download, install and use applications and content, including ringtones, wallpapers, games, productivity tools or other information (collectively known as "Applications"), directly to a compatible phone. You will be notified of applicable recurring or nonrecurring subscription charges when purchasing Applications; taxes and surcharges may also apply.

You will be responsible for all charges incurred until the Application is deleted from your account, even if you lose or replace your phone, block Get It Now/Media Center on your phone or your account is suspended. You agree: (1) to use Applications only on the phone to which they are downloaded, even if downloaded pursuant to an unlimited or other long-term agreement

and no transfers, credits or refunds are permitted; (2) not to (i) harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity; (ii) provide false information or impersonate another person; and/or (iii) take any action that infringes upon any third party's copyright, trademark, patent or other intellectual property right(s); and (3) to the Get It Now/Media Center License Agreement between you and each application developer; see vzwshop.com/popups/licenseagreement_popup.aspx

Premium Text Messaging Programs
Premium Messaging programs use unique five- or six-digit numbers, called "short codes." They are sponsored by third parties, and the programs and opt-in requirements vary. Short codes, whether sent or received, are subject to standard messaging charges. Some programs may also charge additional premium fees ("Premium Programs"), the amount and billing frequency of which will be disclosed at time of opt-in and billed on your Verizon Wireless bill.

To opt out at any time, send the words CANCEL, END, QUIT, STOP or UNSUBSCRIBE to the applicable short code. To get more information, including contact details for the third-party sponsor, send the word HELP to the applicable short code. Some campaigns may be subject to additional terms and conditions.

Attention, Parents and Account Owners:

It is important to remember that users may directly access text and premium text message programs and incur charges. If you don't want a user on your account to access such content, or feel that certain material is inappropriate, you may block all Premium Text Messaging by going to verizonwireless.com/myverizon and selecting My Services->My Plans->Add/Remove Features->Block Premium SMS.

After setting up a block, all attempts to purchase Premium Messaging will be rejected, any Premium Messages will be deleted before they get to your handset and you won't be charged any Premium Messaging fees thereafter.

Usage Controls with Content Filters

Usage Controls is an easy-to-use service that puts you in control of your child's cell phone. Usage Controls requires a supported device on a Nationwide Plan and does not work with text messaging block, BlackBerry devices, Mobile Broadband devices such as PC cards, Push to Talk devices or devices with Static Internet Protocol Addresses.

Availability
Usage Controls isn't available with prepaid or business accounts, or accounts with more than 10 lines of service. It may not work outside the National Enhanced Services Rate and Coverage Area or when roaming.

Settings

You are responsible for setting up and maintaining Usage Controls settings for the devices on your account and explaining the limitations you impose on a user's access. Once activated, you will be charged the monthly subscription fee until you cancel the service, regardless of whether or not you have set any limits or restrictions through My Verizon. You can't use

the handset to directly establish Usage Controls settings. If you unsubscribe or are canceled for non-payment, or are otherwise suspended from service, your settings will be lost.

Charges

Usage Controls is not guaranteed to be precise or accurate. All voice, data and messaging usage will be billed in accordance with your Plan, feature or bundle. Because of roaming, promotions, billing cycles, time zone settings and other factors that affect Usage Controls, you may incur charges based on actual usage in accordance with your plan or you may unexpectedly be prevented from using certain services. Spending limits and allowances for Premium Messaging and content products and services are not supported and all charges incurred will be billed according to your Plan.

Compatibility

Please note: Usage Controls is not compatible with Mobile IM version 3.0 and higher. If you have Mobile IM 3.0 or higher, you can't access or use Instant Messaging. If you wish to access and use Mobile IM 3.0 or higher, you must unsubscribe the affected phone number from Usage Controls.

Setting Time Restrictions

When you set Time Restrictions, all data services will be unavailable during the restricted period, except for Family Locator, VZ Navigator and Backup Assistant. Time Restrictions cannot block the Mobile TV feature. During restricted times, you will only be able to place or receive calls and send or receive text, picture and video messages from designated Trusted Numbers within your account.

911

There are no restrictions on placing or receiving 911 calls. If a user dials 911 from his/her handset, all Usage Controls restrictions and limitations will be automatically suspended until the Account Owner resets the service for that line.

Blocked Numbers

Only 10-digit numeric phone numbers (i.e., 111-555-1234) can be used with the Blocked Numbers feature. You can't block non-10 digit codes such as international numbers, 911, 411, 611, or "unavailable" or "restricted" numbers. When you use Blocked Numbers, you won't receive notification of attempted delivery of a call to your device from the blocked number. The Blocked Numbers list restricts a user's ability to place or receive voice calls and to send or receive messages with the 10-digit numeric phone numbers listed. Voice calls and text messages between Trusted Numbers will always be available. Trusted Numbers are strictly limited to phone numbers on your account.

VZ Navigator Global

VZ Navigator Global isn't available in every country (in English or Spanish) and doesn't include all of the features currently available through VZ Navigator. When you send messages or place calls using VZ Navigator Global, you will be charged standard international rates per your Plan, feature and/or bundle. If you're going to use VZ Navigator Global, you'll need to follow these steps (and it is recommended that you do so prior to leaving the United States):

- 1) Sync your data with the VZ Navigator website to avoid losing any stored data.
- 2) Download the VZ Navigator Global application.
- 3) Add the VZ Navigator Global feature code and remove the VZ Navigator feature code.

■ Push to Talk
Push to Talk calls take place between Verizon Wireless Push to Talk subscribers only. The Push to Talk feature can be added to plans with a monthly access fee of \$34⁹⁹ or higher (or to Family SharePlan secondary lines).

Best Performance
For the best Push to Talk performance, all callers on a Push to Talk session must have a device that supports EV-DO Rev. A and receive EV-DO service. A Push to Talk call is terminated by pressing **END** or after 10 seconds of inactivity.

General Use
While you are on a Push to Talk call, voice calls will go directly to Voice Mail. When you are on a voice call, you can't receive a Push to Talk call. You can't prevent others from adding your number to their Push to Talk contact list.

Only one person at a time can speak during Push to Talk calls.
When you use your phone keypad to make a Push to Talk call, you must enter the 10-digit phone number of the called party.

Presence information may not be available for all Push to Talk contacts. The accuracy of presence information may be affected by the network registration status of a Push to Talk contact.

You can't use your Push to Talk service for any applications that tether your phone to computers or other devices for any purpose. If you add the Push to Talk feature, coverage for your other data services will be limited to the National Enhanced Services Rate and Coverage Area.

■ Roadside Assistance
Roadside Assistance service is available for legally registered light passenger vehicles (e.g., sedans, coupes, motorcycles, convertibles, SUVs, light-duty pickups, etc.).
• For single lines, you can only make four calls a year for Roadside Assistance service.
• For Family SharePlans, you can make 10 calls a year using all lines.

Roadside Assistance services are provided by Signature Motor Club, Inc. (in California, Signature Motor Club of California, Inc.), subsidiaries of Allstate Enterprises, LLC, an independent company contracted to provide roadside assistance to Verizon Wireless customers. You can receive Roadside Assistance service two days after the feature is added.

■ International Long Distance
You need International Dialing (I-Dial) to make international calls to most destinations, but you can make calls to some North American destinations without it; see vzw.com/goglobal for details.

I-Dial requires a minimum payment history; a contract term and a security deposit may also be required. Failure to maintain these requirements may result in I-Dial suspension without notice. You can remove I-Dial at any time by calling Customer Service.

■ International Long Distance Value Plan
If you have the International Value Plan, then rates apply only on calls made from your Plan's Coverage Area. If your Plan's Coverage Area includes Canada, then calls made from that area to Canadian phone numbers will be billed per your Plan. Additional surcharges may apply when calling certain destinations; see vzw.com/goglobal for details.

■ International Roaming
When you're roaming abroad, you need International Dialing (I-Dial) for outbound calling in many CDMA destinations. However, I-Dial is not required to receive incoming calls, or for data usage, in available CDMA destinations.

If you're roaming in South Korea, you need to manually update your device's software. See vzw.com/goglobal for rates and destinations, which are subject to change without notice.

Service may be available in additional destinations, but rates and service availability (including return calls from emergency services personnel) may be restricted. When you're roaming near destination borders, calls may be carried by a cell site located in a neighboring destination and billed at that destination's rates.

Text messaging is not available everywhere. Premium text messaging programs that are accessible domestically are also accessible when roaming internationally, but charges will be in addition to text messaging roaming charges.

Where available, directory assistance, entertainment lines and any third-party services calls are billed (along with applicable toll charges) in addition to roaming rates.

Message waiting indicator service is not available where text messaging is not available. Availability of service and features, including the ability to make and receive international calls, varies by serving carrier and location and may be restricted without notice.

■ Cruise Ship Service
Taking a cruise ship vacation? Then you'll find CRUISE Ship roaming rates apply only to calls made and received while traveling in international waters on the cruise lines and ships currently published on vzw.com/goglobal. Calls made and received when you're in port or cruising in an area served by a foreign roaming carrier are billed at the applicable roaming rates for that country. Availability of calling features, including the ability to make and receive international calls, varies and may be restricted without notice.

■ Device Exchange Program
If you have any questions about activating or returning your device, just contact Verizon Wireless toll-free at 1.866.406.5154 from another phone. We'll diagnose the issue with you right over the phone. If we can't resolve the problem while you're on the line and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a certified like-new replacement (either a like unit or one of comparable quality) right to your door at no cost to you.

If you call us after the return and exchange period, the device you receive may be reconditioned equipment. Certified like-new replacement devices will carry the remaining

warranty period from the original device, or 90 days, whichever is greater.

If the original one-year warranty period has expired, Verizon Wireless will assess a fee if you wish to replace a defective device due to electrical malfunction or manufacturer defect. The fee for certified like-new replacement devices after one year from original purchase is \$50. You have 30 days from the date of activation of a new device to enroll in Extended Warranty, which provides coverage for out-of-warranty device failures due to electrical or mechanical malfunction, or Total Equipment Coverage. There is no fee to replace a defective device if you are enrolled in Total Equipment Coverage.

Devices subjected to neglect, misuse, liquid damage, unreasonable wear and tear, and the like are not eligible for any return or exchange program. This program does not cover devices on Prepaid Accounts or lost or stolen devices. These policies do not limit or supersede any existing manufacturer's warranties. This program may be considered to be a "warranty" or "service contract" in certain states. In these states, please refer to the Welcome Guide for Extended Limited Warranty or Service Contract Information.

■ Business Discounts
Verizon Wireless offers monthly access discounts as well as corporate plans to qualifying businesses. For more information, please speak with a Verizon Wireless Sales Representative or call 1.800.VZW.4BIZ.

Discounts are not available on Nationwide Family SharePlan and Nationwide 65 Plus Plan secondary lines. See the Small Business Guide for more information.

Message waiting indicator service is not available where text messaging is not available. Availability of service and features, including the ability to make and receive international calls, varies by serving carrier and location and may be restricted without notice.

Verizon Wireless Plans, Rate and Coverage Areas, rates, agreement provisions, business practices, procedures, and policies are subject to change as specified in the Customer Agreement.

©2009 Verizon Wireless

America's Largest 3G Network



Map Key

- Broadband Services Rate and Coverage Area (Mobile Broadband (3G) and V CAST)
- National Enhanced Services Rate and Coverage Area (BlackBerry and Smartphone Solutions, Get It Now/Media Center, USS Solutions, [VZ Navigator and Family Locator Services], Mobile Web, NationalAccess, Text/Picture/Video Messaging)
- Extended Broadband Services Rate and Coverage Area (Mobile Broadband (3G) and V CAST)
- Extended National Enhanced Services Rate and Coverage Area (BlackBerry and Smartphone Solutions, Get It Now/Media Center, Mobile Web, NationalAccess, Text/Picture/Video Messaging)
- National Enhanced Services Not Available

Important Map Information:
This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and/or approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, that may impact availability and quality of service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Extended Broadband Services and Extended National Enhanced Services Rate and Coverage Areas include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy. See verizonwireless.com/coveragelocator for additional coverage information.

Handset Banner Information:
When your banner displays "Extended Network" or "Roaming," Included Features and Optional Services may not be available; standard Text/Picture/Video Messaging rates apply when available. When your banner displays "Verizon Wireless," Optional Services, including Unlimited Text/Picture/Video Mobile to iMessage if purchased, are available. V CAST is available if the "TV" indicator is displayed.

Important Information: Additional Coverage Maps

EXHIBIT F

Motorola A855 DROID

DROID by Motorola

\$259⁹⁶ **Phone with Bluetooth® bundle. A \$30 savings!††**
BEST VALUE! Bluetooth® Headset • Vehicle Power Charger • Case
 Includes phone at \$199.99 (\$299.99 2-yr price less \$100.00 mail-in rebate debit card), and Bluetooth Bundle at \$59.97. New 2-year activation req'd.



Wi-Fi



Camera
5.0 Megapixel



Email



Music



Advanced Device

- Premium HTML Web Browser
- 16GB microSD™ Card pre-installed
- 3.7" Touchscreen
- Google Maps with Latitude*
- Upload Videos Directly to YouTube™*
- Visual Voice Mail*
- Bluetooth® Stereo Support
- Hearing Aid Compatibility = M3/T3

*See Sales Rep for details/charges. DROID is a trademark of Lucasfilm Ltd. and its related companies. Used under license.

Phone
Only

\$199⁹⁹

Phone with new 2-Year Agreement†† \$299.99
Save w/ Mail-in Rebate Debit Card* -\$100.00

Phone Price \$199.99

\$559.99 Full Retail Phone Price
\$369.99 With new 1-Year Customer Agreement

† \$20 fee applies to Annual Upgrades

*Rebate also available with 1-year agreement

††Compared to buying each accessory in the bundle separately

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ALL A855DROID 111509

EXHIBIT G

VERIZON WIRELESS
221 Tilton Rd
Northfield, NJ 08225-1211
(609)383-2100

Order Location: 00263 01 #977068
Order Type: PS
Receive Location: 00263 01 Register: 06
11/17/2009 16:12 ET comprjo - EPC05

=====

MDN: (609) ..

=====

Calling Plan:
NATIONWIDE BASIC FAMILY SHARE PRIMARY -
1400 \$80 S4969 1107

Effective Date: 11/17/2009

Contract End Date: 11/17/2011
Static IP Address:

Included Features:

CALLER ID
BUSY TRANSFER
3-WAY CALLING
CALL DELIVERY
CALL WAITING
NO ANSWER TRANSFER
CALL FORWARDING
FRIENDS & FAMILY - 10
TXT MSG W PER MSG CHARGES
UNL NIGHT & WEEKEND MIN \$0
M2M NATIONAL UNLIMITED - \$0
BASIC VOICE MAIL - \$0
MESSAGE WAITING INDICATOR

Selected Features:

GENERAL IP ADDRESS - MB PLANS
BLOCK NATIONALACCESS ROAM-MB
DASHBOARD
OTA SOFTWAREUPDATE-\$0.00
PTT REV A CONSUMER - \$5
BLOCK TEXT MESSAGING
MOBILE WEB FOR MB PLANS
DETAILED BILLING - \$0
PAYU MB WITH EVDO
NEW EVERY TWO MULTI-TIERED - \$0

Insurance:

DECLINE INSURANCE - \$0

The addition of certain newly-added features or optional services will be effective as of today, and not as of the effective date of your new calling plan.

Mtn: (609)
Esn:

Items :
WAR6002 1 YR. MFG. WARRANTY

Items received:
PLAN/FEATURE BROCHURE
WELCOME GUIDE

=====

Taxes & surcharges apply & may vary.
Federal Universal Service Charge of 12.3%
of interstate & int'l telecom charges
(varies quarterly based on FCC rate)
and a \$.07 Regulatory Charge and \$.92
Administrative Charge per line/month are
our charges, not taxes.

** A G R E E M E N T **

I understand that if I am porting in
my phone number from another service
provider, I may owe that provider an
early termination fee and other
charges, and I understand that, during
the porting process, the ability for
me to receive calls, including return
calls from 911 personnel, will not be
available.

I AGREE TO THE CURRENT VERIZON
WIRELESS CUSTOMER AGREEMENT (CA),
INCLUDING THE CALLING PLAN, (WITH
EXTENDED LIMITED WARRANTY/SERVICE
CONTRACT, IF APPLICABLE), AND OTHER
TERMS AND CONDITIONS FOR SERVICES AND
SELECTED FEATURES I HAVE AGREED TO
PURCHASE AS REFLECTED ON THE RECEIPT,
AND WHICH HAVE BEEN PRESENTED TO ME BY
THE SALES REP. AND WHICH I HAD THE
OPPORTUNITY TO REVIEW. I UNDERSTAND THAT
I AM AGREEING TO AN EARLY TERMINATION FEE
PER LINE OF UP TO \$175, OR UP TO \$350 ON
ADVANCED DEVICES (SEE VERIZONWIRELESS.COM/
ADVANCEDDEVICES FOR DETAILS), LIMITATIONS OF
LIABILITY FOR SERVICE AND EQUIPMENT,
SETTLEMENT OF DISPUTES BY ARBITRATION
AND OTHER MEANS INSTEAD OF JURY TRIALS
AND OTHER IMPORTANT TERMS IN THE CA.

Account Owner Signature:

Contract Acceptance Date: 11/17/2009

Thank You

EXHIBIT H



CUSTOMER RECEIPT

Please keep this important document for your records.
This is only an order acknowledgement and is not a bill.

NEW YORK METRO INTERNET

Thank you for your order.
Visit us on the web at www.verizonwireless.com.

Thank you for choosing Verizon Wireless! To activate your new wireless phone, please refer to the enclosed yellow bordered instructions. If you purchased a wireless modem, refer to the instructions included with the device to activate and program it. To view or download Verizon Wireless' Customer Agreement Terms and Conditions, Return Policy, or brochures describing our products and services, please visit www.verizonwireless.com/gettingstarted. If you have any concerns regarding your order, visit www.verizonwireless.com/support. Sign-up for My Verizon and manage your account online! Or call customer service at 1-800-922-0204 or *611 from your wireless device, Monday thru Sunday 6 AM to 11 PM.

Ship to:

Order No:
Location Code:
Order Date: 12/08/2009
Ship Date: 12/09/2009
Wrhs Order No:

Item	Item Description	Retail Price / Inventory Cost*	Ship Qty	Unit Price	Extended Price
MOTA855	MOT A855 DROID DIG User Name: Mobile No: MEID:	\$559.99	1	\$199.99	\$199.99 Disc -100.00
MICUSBVPC	VPC:UNI MICRO USBVPC		1	\$29.99	\$29.99 Disc -7.50
INSTANT	REBATE NOT ELIGIBLE		1	\$0.00	\$0.00
WAR6002	1 YR. MFG. WARRANTY		1	\$0.00	\$0.00
FEDEXSHPO04	FEDEX STD. OVERNIGHT DELIVERY BY 3:00PM		1	\$0.00	\$0.00

Order Subtotal: \$122.48
Sales Tax: 7.66
Order Total: \$130.14

Payment Info:
CRXXXXXXXXXXXXXXXXXX

Return/Exchange Policy: Items must be returned/exchanged within 30 days. A \$35 restocking fee will apply if you exchange your device for a different model or color, or if you return your device and within 3 days purchase another one (excluding Hawaii). See verizonwireless.com/returnpolicy for complete details. To receive a credit for the activation fee, cancellations must occur within 3 days of activation of service. Returning equipment does not terminate your service - please call Customer Service at the number above. Exception: All items purchased between November 15 and December 14, 2009 may be returned or exchanged through January 13, 2010. All other provisions of Verizon Wireless' Return and Exchange Policy continue to apply.

Return Instructions: (1) Place all contents and copy of receipt in shipping box; (2) complete the return-shipping label and affix to the outside of the box - keep copies of receipt and label; (3) arrange pickup with original shipping carrier; (4) contact us at the phone number on the receipt for device exchange or to cancel service.

Included Collateral:

Item	Item Description	Qty
PRO81102BI	ESC IVR COLLATERAL	1





CUSTOMER RECEIPT

Please keep this important document for your records.
This is only an order acknowledgement and is not a bill.

NEW YORK METRO INTERNET

Thank you for your order.
Visit us on the web at www.verizonwireless.com.

Ship to:**Order No:****Location Code:**

Order Date: 12/08/2009

Ship Date: 12/09/2009

Wrhs Order No:

Cellular Service Information**Mobile No:**

Price Plan Desc: NATIONWIDE BASIC FAMILY SHARE PRIMARY 1400 \$80 S4969 1107
Contract Term: 24 month(s)

Early termination fee per line of up to \$175, or up to \$350 on Advanced Devices (see verizonwireless.com/advanceddevices for details). The monthly Federal Universal Service Charge is 12.30% (7.98% for Verizon Digital Voice service) of interstate and int'l telecom charges (varies quarterly). The monthly Regulatory Charge is \$0.07 per cellular voice, Email Plan, or Verizon Digital Voice line, and \$0.02 per Mobile Broadband line plan, and helps defray the costs of complying with regulatory mandates. The monthly Administrative Charge is \$0.92 per cellular voice or Email line plan and \$0.06 per Mobile Broadband line plan. These charges are our charges, not taxes. Taxes, surcharges and other fees, such as E911 and gross receipt charges, can add between 13.00% and 18.00% to your monthly bill, and are added to your monthly access fees and airtime charges.

Features:

DETAILED BILLING - \$1.99
GENERAL IP ADDRESS

EXTENDED WARRANTY - \$1.99
TXT MSG W PER MSG CHARGES

EXHIBIT I

Location: [South Elgin, IL](#) | [Co](#)



Select a Plan



Select plan for Phone 1:
Motorola DROID

- Basic
- Select
- Canada
- Email
- Email & Messaging

PDA/Smartphone Nationwide Email

A bundled package with voice and wireless data for quick and easy remote access to email and attachments. Introducing Friends & Family®. Unlimited calling to and from any 5 numbers on any network in America. [Learn More](#)

- Data usage from within the National Enhanced Services and the Extended National Enhanced Services Rate and Coverage Areas
- Data Access for Email
- Unlimited Calling to all Verizon Wireless Customers
- Unlimited Night & Weekend Minutes
- No Domestic Long Distance Charges

[View All Included Features](#)

[Compare All Individual Plans](#)

Monthly Anytime Minutes		Monthly Access	Per-Minute Rate After Allowance
<input type="radio"/> 450 Minutes		\$79.99	\$0.45
<input type="radio"/> 900 Minutes	with unlimited calling to and from 5 Friends & Family numbers	\$99.99	\$0.40
<input type="radio"/> 1350 Minutes	with unlimited calling to and from 5 Friends & Family numbers	\$109.99	\$0.35
<input checked="" type="radio"/> Unlimited Minutes		\$129.99	\$0.00

Calling Plan Information

Important Calling Plan Information

Anytime Minutes, Mobile to Mobile, Night & Weekend Minutes and Per-Minute Rate are for use from within the Nationwide Rate and Coverage Area. Data usage is for use within the National Enhanced Services Rate and Coverage Area.

- Unlimited Domestic Long Distance. (Airtime applies.)
- No domestic roaming charges. (Coverage not available in all areas)
- Unlimited Night & Weekend Minutes
Night Hrs: (M–F) 9:01 p.m.–5:59 a.m.
Wknd Hrs: 12:00 a.m. Sat.–11:59 p.m. Sun.

International Roaming

Make or receive calls while traveling internationally with rates starting as low as 69¢/minute. While at home, some international destinations can be reached using 10-digit direct dialing; international long distance rates apply in addition to airtime charges. Please visit www.verizonwireless.com/international for a list of North American Dialing Pattern countries and rates.

411 Connect®

\$1.49 per call plus airtime.

Detailed Billing

\$1.99 per month per number.

Required Equipment

Verizon Wireless BlackBerry or PDA/Smartphone device.

Minimum Term, Activation and Early Termination Fees

- Month-to-month, one- or two-year minimum term required per line.
- Activation Fee/line: \$35, except \$25 for secondary Family SharePlan® lines with two-year minimum term.
- Activation fees may vary or be waived for business customers that have a Major Account Agreement with Verizon Wireless.
- Early Termination Fee: Up to \$175, or up to \$350 per line for advanced devices (see www.verizonwireless.com/advanceddevices), per line for one- or two-year minimum terms.

Taxes, Surcharges and Fees

- Tolls, taxes, surcharges and other fees, such as E911 and gross receipt charges, vary by market and as of December 1, 2009, add between 5% and 37% to your monthly bill and are in addition to your monthly access fees and airtime charges.
- Monthly Federal Universal Service Charge on interstate & international telecom charges (varies quarterly based on FCC rate) is 12.3% per line.
- The Verizon Wireless monthly Regulatory Charge is 7¢ per line.
- Monthly Administrative Charge (subject to change) is 92¢ per line.
- The Federal Universal Service, Regulatory and Administrative Charges are Verizon Wireless charges, not taxes. For more details on these charges, call 1-888-684-1888.

IMPORTANT INFORMATION

For more information, refer to the Customer Agreement or speak with a Sales Representative. Service is subject to the Customer Agreement, which you should read before activating service. Calling Plans not available in all areas. Credit approval required. Billing, shipping and end-user address must be within the Verizon Wireless licensed and service areas where the wireless phone number is issued.

Friends & Family

Available on Nationwide Single Line plans with 900 Anytime minutes or more, or Nationwide Family SharePlans with 1400 Anytime minutes or more. Only domestic landline or wireless numbers (other than directory assistance, 900 numbers, or customer's own wireless or Voice Mail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon required to set up and manage Friends & Family numbers. See Sales Representative and brochures for details.

Unlimited Messaging

Applies when sending and receiving (i) Text, Picture, and Video Messages with Verizon Wireless and non-Verizon Wireless customers in the United States, (ii) Text, Picture, and Video Messages sent via email, (iii) Instant Messages, and (iv) Text Messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. International Text Messaging is 20¢ per message received and 25¢ per message sent. Airtime charges apply when sending/receiving Picture and Video Messages. Premium Messaging programs not included. Messaging is available from within the National Enhanced Services Rate and Coverage Area, and is not available throughout the America's Choice Rate and Coverage Area.

Verizon Wireless Mobile to Mobile Calling

You can talk with any of our customers anytime from within the Nationwide Rate and Coverage Area (in the United States and Puerto Rico) Rate and Coverage Area. If Caller ID is not present or Caller ID Block is initiated, Mobile to Mobile does not apply to incoming calls and will apply to outgoing calls only. Mobile to Mobile is not available to customers whose wireless exchange restricts the delivery of Caller ID or with fixed wireless devices with usage substantially from a single cell site. Mobile to Mobile does not apply if Call Forwarding or No Answer/Busy Transfer features are activated or to data usage, including Push to Talk calls, Picture Messaging or Video Messaging, calls to check your Voice Mail and calls to Verizon Wireless customers using any of the VZGlobal services. Mobile to Mobile does not apply in those areas of Louisiana and Mississippi where your phone's roaming indicator flashes.

Unlimited Calling Plan

Nationwide, Email, and Global Email plans with Unlimited Anytime Minutes are not eligible for business discounts. Anytime Minutes are for live calls between individuals.

Data Plans and Features:**Permitted Uses**

You can use our Data Plans and Features for accessing the Internet and for such things as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Approximate Data Usage Examples:

Basic information and examples showing the approximate data usage for several common Internet activities appear in the chart below.



The speed of the Verizon Wireless data network is measured in Kilobits (kb) per second. However, the amount of data transmitted over the Verizon Wireless data network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB).	
Examples	
Application	Approximate Size
E-mail (1 text page without attachments)	3 KB
Word Document (5 text pages)	70 KB
Typical Web Page lookup	300 KB
Low Resolution Digital Photo	500 KB
PowerPoint Presentation (20 pages text & light graphics)	3 MB
Note: The above examples are just estimates, based on approximate size assumptions. Actual file sizes and user experiences will vary.	

Data Plans and Features:

Prohibited Uses

You may not use our Data Plans and Features for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service; that violates trade and economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other U.S. government agency; that interferes with the network's ability to fairly allocate capacity among users or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iii) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (v) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless' or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time. You may access and monitor your own data usage during a particular billing period, including during the Return Period under your Worry Free Guarantee, by accessing My Verizon online or by contacting Customer Service. We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy] Data sessions automatically terminate after 24 hours of activity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to device, or may seem active when it is actually cached and not transferring data. You **MUST** press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Thirdparty applications may automatically reinstate data sessions without you pressing or clicking **SEND** or **CONNECT** button. For the Palm® Treo™ 650, the only way to disconnect your

data session is to press the home key until you see "All" or "System," then select the "Prefs" icon, then select "Network" from the drop-down list, and then "Disconnect." You may be able to send or receive voice calls when your data session is inactive. When this occurs, charges apply simultaneously for voice calls in accordance with your Calling Plan. You are responsible for maintaining virus protection when accessing service.

PDA/smartphone and BlackBerry® Plans: These VZEmail plans cannot be used: (1) for access to the Internet, intranets, or other data networks except as the device's native applications and capabilities permit, unless you subscribe to Mobile Broadband Connect; or (2) for any applications that tether your device to laptops or personal computers other than for use of the Wireless Sync or the BlackBerry solution, unless you subscribe to Mobile Broadband Connect.

Wireless Sync: Compatible wireless device required. The monthly allowance applies only to 1xRTT and EV-DO data transmissions, not to voice or other (Quick 2 Net or dial-up) data transmissions. When traveling outside of the National Enhanced Services Rate and Coverage Area, you may be charged at the "other data" rate for data calls. Customers with devices that support Quick 2 Net service will be billed minutes of use or "other data" rate according to their Calling Plan. In order to use Wireless Sync, your PC Monitor or Wireless Sync Enterprise Server must be on and in a condition to receive your corporate email. Wireless Sync software updates will be sent to your device and will be charged as a data call.

The BlackBerry Solution from Verizon Wireless: The wireless data capability of the BlackBerry device functions only within the National Enhanced Services Rate and Coverage Area. Verizon Wireless NationalAccess service is not available with the BlackBerry solution. With the BlackBerry solution, the first 2 kilobytes (KB) of each email are initially received on the BlackBerry device and you can simply request to receive additional 2KB increments. Some email attachments (Microsoft® Office Word, Excel®, PowerPoint®, Corel® WordPerfect®, Adobe® PDF, and ASCII text) are delivered to the BlackBerry device when requested by the end user. ZIP file browsing is available with BlackBerry Device Software v3.7. With BlackBerry Device Software v4.0, an HTML Internet browser has been added to the service in addition to full wireless PIM (Calendar, Contacts, Notes&Tasks) synchronization when using the BlackBerry device with a BlackBerry Enterprise Server.™ Graphics in emails and attachments are not delivered to the BlackBerry device. When the BlackBerry device reaches its memory storage capacity, email stored on the device will automatically be deleted from it, starting with the oldest emails first. BlackBerry Desktop Software using BlackBerry Desktop Redirector only supports Microsoft Exchange environments. Up to ten POP3/IMAP and ISP email accounts are supported through use of the BlackBerry Internet Service.™

Verizon Wireless Calling Plans, Rate and Coverage Areas, rates, agreement provisions, business practices, procedures and policies are subject to change as specified in the Customer Agreement.

Business Share Option

Share option is available only if a minimum of five (5) Nationwide for Business or Nationwide Email Calling Plans for Business lines are activated and maintained on the same account, and the Share option is selected for each line. If at least five lines are not maintained on the account, the Share option will be removed from the remaining lines. Each qualifying line's unused monthly anytime voice minutes will pass to other qualifying lines that have exceeded their monthly anytime voice minutes during the same monthly billing period proportionally based on the number of minutes that such lines have exceeded their allowance. Sharing may only be available among lines activating wireless service in the same Verizon Wireless market. International dialing, directory assistance, and features may be categorized together, billed as "other charges", and not detailed on your bill.

Connecticut Customers: If you have any questions about your bill or concerns about your service, please call Customer Care at: 1-800-922-0204 or dial *611 from your wireless phone. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC): Online: www.state.ct.us/dpuc Phone: 866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Last Update 11/19/09

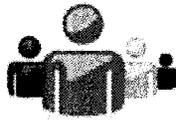
Friends & Family®



Unlimited calling to the numbers you call most. Anywhere in America. Anytime.

Who will you choose?

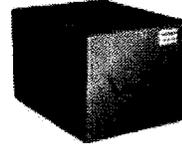
PlanBuilderSM



Build the Family SharePlan that'll keep everybody happy. Including your wallet.

Start Building

Free Overnight Shipping



Order by 4:30 pm Monday thru Friday and get NEXT BUSINESS DAY delivery.

Details

EXHIBIT J



Residential
Business
Wireless

Payment Information

Customer Info ✓

Payment Info

Review Order

Confirmation

Please select a payment option

You can pay with one debit or credit card per online order. You can also pay with up to 2 Verizon Wireless Gift Cards along with your debit or credit card.

In some cases, there may be taxes associated with your order in addition to your equipment and shipping charges. Standard taxing regulations apply. Any amount charged will be reflected in your confirmation.

* Indicates required fields

Credit Approval Information

Type of ID*

ID Number*

State*

Social Security Number*

Date of Birth* (Ex. mm dd yyyy)

Debit/Credit Card Information

If your bank participates in the Verified by Visa/MasterCard SecureCode, you may be asked to authenticate your credit card or enroll in this service on the following screen.

Pay with Debit/Credit Card

Select payment type*

Card Number*

Expiration Date*

Card Verification Number*

Credit Card Billing Zip Code*

 **Pay with a Verizon Wireless Gift Card**

Customer Agreement | [Print-friendly version](#)

Please review by reading through the entire Customer Agreement Terms and Conditions below.

My Verizon Wireless Customer Agreement

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

Thanks for choosing Verizon Wireless. In this Customer Agreement, you'll find important information about your Service, including your minimum contract term, what happens if you cancel a line of Service early or don't pay on time, our ability to make changes to your Service or this agreement's terms, our liability if things don't work as planned, and how disputes are resolved.

My Service

Your Service terms and conditions are part of this agreement. Your Plan includes your monthly

I agree to the current Verizon Wireless Customer Agreement (CA), including the Calling Plan, (with Extended Limited Warranty/Service Contract, if applicable) and other terms and conditions for services and selected features I have agreed to purchase as reflected on this order, and which I have had the opportunity to review. I understand that I am agreeing to an early termination fee of up to \$175, or up to \$350 on Advanced Devices (see www.verizonwireless.com/advanceddevices), limitations of liability for service and equipment, settlement of disputes by arbitration and other means instead of jury trials and other important terms in the CA.

I understand that if I do not agree to the Verizon Wireless Customer Agreement Terms and Conditions, I should click on the "Cancel" button below to discontinue my order with Verizon Wireless.

I agree to the above terms and conditions*

EXHIBIT K



SINGLE-PIECE

350
JOHN SAMPLE
123 ANY ST
ANYWHERE, US 12345-4122

November 24, 2009



Dear John Sample,

Thank you for your continued loyalty to Verizon Wireless. This letter confirms an update made to your account information for wireless number (111) 111-1111 on November 19, 2009. We have also listed the details concerning your wireless service below. For your records, enclosed is a copy of your Customer Agreement.

For additional details regarding your service, please refer to the back of this letter.

Sincerely,
Verizon Wireless

Wireless #:
(111) 111-1111

Account #:
22222222200001

Contract end date:
11/19/11

Confirmation #:
0385477563

Below, for your review, is your current account information

Calling plan name

- America's Choice

Calling plan details

- Monthly access..... \$39.99
- Anytime Minutes..... 450
- Home airtime rate after allowance..... \$0.45 per minute
 - Nights (9:01pm - 5:59am)
 - Weekends (12:00am Sat - 11:59pm Sun)
- IN Calling allowance minutes (mobile to mobile)..... 1000
- Domestic Wireless Long Distance..... Included
- Domestic Roam Rate..... Included

Promotion Description*

- Unlimited Night & Weekend Mins Start Date
06/04/2005

- The Federal Universal Service, Regulatory and Administrative Charges are Verizon Wireless charges, not taxes.
 - Monthly Federal Universal Service Charge on interstate & international telecom charges (varies quarterly based on FCC rate): 12.3% per line
 - Monthly Regulatory Charge (subject to change from time to time): \$0.07 per line
 - Monthly Administrative Charge (subject to change from time to time): 92¢ per line
- Taxes and Verizon Wireless surcharges may add between 7% to 27% of your monthly bill.

Important cancellation information

- If you decide to cancel your service prior to November 19, 2011, an early termination fee of up to \$175, or up to \$350 if your contract term resulted from the purchase of an Advanced Device after 11/14/2009, will apply. (For a complete list of advanced devices, check www.verizonwireless.com/advanceddevices.) For details, please review the "What Happens if My Service is Canceled Before the End of My Contract Term?" section of your Customer Agreement.



Warranty Replacements

Experiencing problems with your handset?

Call us at **1.866.406.5154** from a landline phone.

If we are unable to resolve the issue and it is due to a manufacturing defect within the first year of ownership, we'll send a replacement device right to your door for free.

Visit verizonwireless.com for more services and features.

***Additional billing information:** The monthly access fee and allowance minutes shown above do not reflect any promotional credits, discounts or prorated fees/allowance minutes. Any applicable promotional details, charges or prorates of fees and allowance minutes will appear on your billing statement.

Note: Please retain this letter and the enclosed documents for your records. These important documents contain the terms and conditions of your service with us. Please call if you did not receive all the enclosures. Discounts apply only if you are on a qualifying plan. This letter is for information only, and in cases of error your calling plan and Customer Agreement will govern.

Questions? 4 ways to get answers:	verizonwireless.com/care online	*611 from your wireless	1-888-221-8514 by phone	Verizon Wireless Communications store near you
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