FCC Form 481 - Carrier Annual Reporting Data Collection Form

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

<010>	Study Area Code	389009
<015>	Study Area Name	BADLANDS CELLULAR OF ND LP
<020>	Program Year	2016
<030>	Contact Name: Person USAC should contact with questions about this data	Linda Stevens
<035>	Contact Telephone Number: Number of the person identified in data line <030>	6783395404 ext.
<039>	Contact Email Address: Email of the person identified in data line <030>	linda.stevens@verizonwireless.com

ANNUAL REPORTING FOR ALL CARRIERS

			54.313 Completion Required	54.422 Completion Required
			(check box when complete)	
<100>	Service Quality Improvement Reporting	(complete attached worksheet)	✓	
<200>	Outage Reporting (voice)	(complete attached worksheet)	✓	✓
<210>	<-- check box if no outages to report		✓	
<300>	Unfulfilled Service Requests (voice)	0		
<310>	Detail on Attempts (voice)	(attach descriptive document)		
<320>	Unfulfilled Service Requests (broadband)			
<330>	Detail on Attempts (broadband)	(attach descriptive document)		
<400>	Number of Complaints per 1,000 customers (voice)			
<410>	Fixed	0.0	✓	✓
<420>	Mobile	[redacted]		
<430>	Number of Complaints per 1,000 customers (broadband)			
<440>	Fixed			
<450>	Mobile			
<500>	Service Quality Standards & Consumer Protection Rules Compliance	(check to indicate certification)	✓	✓
<510>	389009nd510.pdf	(attached descriptive document)	✓	✓
<600>	Functionality in Emergency Situations	(check to indicate certification)	✓	✓
<610>	389009nd610.pdf	(attached descriptive document)	✓	✓
<700>	Company Price Offerings (voice)	(complete attached worksheet)	✓	
<710>	Company Price Offerings (broadband)	(complete attached worksheet)		
<800>	Operating Companies and Affiliates	(complete attached worksheet)	✓	✓
<900>	Tribal Land Offerings (Y/N)?	(if yes, complete attached worksheet)	✓	
<1000>	Voice Services Rate Comparability Certification	Yes	✓	
<1010>	389009nd1010.pdf	(attach descriptive document)	✓	
<1100>	Certify whether terrestrial backhaul options exist (Yes or No)	(if not, check to indicate certification)		
<1110>		(complete attached worksheet)		
<1200>	Terms and Condition for Lifeline Customers	(complete attached worksheet)		✓

Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet

Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>		(check to indicate certification)		
<2005>		(complete attached worksheet)		

Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet

<3000>		(check to indicate certification)		
<3005>		(complete attached worksheet)		

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(100) Service Quality Improvement Reporting
Data Collection Form

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July 2013

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

<110>	Has your company received its ETC certification from the FCC?	(yes / no) ○ ●
<111>	If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no) ○ ○

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

389009nd112.pdf

ATTACHMENT 112 IS OMITTED; IT IS CONFIDENTIAL

Name of Attached Document

Please select the appropriate responses below (Yes, No, Not Applicable) to confirm that the attached document(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to §54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

<113>	Maps detailing progress towards meeting plan targets	Yes
<114>	Report how much universal service (USF) support was received	Yes
<115>	How much (USF) was used to improve service quality and how support was used to improve service quality	Yes
<116>	How much (USF) was used to improve service coverage and how support was used to improve service coverage	Yes
<117>	How much (USF) was used to improve service capacity and how support was used to improve service capacity	Yes
<118>	Provide an explanation of network improvement targets not met in the prior calendar year.	Yes

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

FCC Form 481
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July 2013

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

<220>

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

-- See attached worksheet --

(700) Price Offerings including Voice Rate Data
Data Collection Form

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<701>	Residential Local Service Charge Effective Date	1/1/2015
<702>	Single State-wide Residential Local Service Charge	

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	**Exchange (ILEC)**	**SAC (CETC)**	**Rate Type**	**Residential Local Service Rate**	**State Subscriber Line Charge**	**State Universal Service Fee**	**Mandatory Extended Area Service Charge**	**Total per line Rates and Fees**

-- See attached worksheet --

(710) Broadband Price Offerings
Data Collection Form

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<711>

<a1>	<a2>	<b1>	<b2>	<c>	<d1>	<d2>	<d3>	<d4>
State	**Exchange (ILEC)**	**Residential Rate**	**State Regulated Fees**	**Total Rate and Fees**	**Broadband Service - Download Speed (Mbps)**	**Broadband Service - Upload Speed (Mbps)**	**Usage Allowance (GB)**	**Usage Allowance Action Taken When Limit Reached {*select*}**

(800) Operating Companies
Data Collection Form

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<810>	Reporting Carrier	Badlands Cellular of North Dakota Limited Partnership
<811>	Holding Company	Verizon Communications Inc.
<812>	Operating Company	Badlands Cellular of North Dakota Limited Partnership

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**

-- See attached worksheet --

(900) Tribal Lands Reporting
Data Collection Form

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

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

<920> Tribal Government Engagement Obligation

389009nd920.pdf

Name of Attached Document

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

		Select Yes or No or Not Applicable
<921>	Needs assessment and deployment planning with a focus on Tribal community anchor institutions.	Not Applicable
<922>	Feasibility and sustainability planning;	Not Applicable
<923>	Marketing services in a culturally sensitive manner;	Not Applicable
<924>	Compliance with Rights of way processes	Not Applicable
<925>	Compliance with Land Use permitting requirements	Not Applicable
<926>	Compliance with Facilities Siting rules	Not Applicable
<927>	Compliance with Environmental Review processes	Not Applicable
<928>	Compliance with Cultural Preservation review processes	Not Applicable
<929>	Compliance with Tribal Business and Licensing requirements.	Not Applicable

(1100) No Terrestrial Backhaul Reporting Data Collection Form

FCC Form 481
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<1120> Please confirm whether terrestrial backhaul options exist within the supported area pursuant to § 54.313(g) (Yes, No).

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

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

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<1210> Terms & Conditions of Voice Telephony Lifeline Plans

389009nd1210.pdf

Name of Attached Document

<1220> Link to Public Website HTTP www.verizonwireless.com/lifeline

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

<1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, ✓

<1222> Details on the number of minutes provided as part of the plan, ✓

<1223> Additional charges for toll calls, and rates for each such plan. ✓

(2000) Price Cap Carrier Additional Documentation
Data Collection Form
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

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

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

Incremental Connect America Phase I reporting

<2010> 2nd Year Certification {47 CFR § 54.313(b)(1)i}

<2011a> 3rd Year Certification {47 CFR § 54.313(b)(1)ii}

<2011b> Attachment {47 CFR § 54.313(b)(1)ii}

Name of Attached Document(s) Listing Required Information

Price Cap Carrier Receiving Frozen Support Certification {47 CFR § 54.312(a)}

<2012> 2013 Frozen Support Calculation {47 CFR § 54.313(c)(1)}

<2013> 2014 Frozen Support Calculation {47 CFR § 54.313(c)(2)}

<2014> 2015 Frozen Support Calculation {47 CFR § 54.313(c)(3)}

<2015> 2016 and future Frozen Support Calculation {47 CFR § 54.313(c)(4)}

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

<2016> Certification Support Used to Build Broadband

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

<2017> 3rd year Broadband Service Certification

<2018> 5th year Broadband Service Certification

<2019> Interim Progress Certification

<2020> Please check the box to confirm that the attached document(s), on line 2021,contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.

<2021> Interim Progress Community Anchor Institutions

Name of Attached Document(s) Listing Required Information

(3000) Rate Of Return Carrier Additional Documentation

Data Collection Form

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CHECK the boxes below to note compliance on its five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

(3010) **Progress Report on 5 Year Plan**
Milestone Certification {47 CFR § 54.313(f)(1)(i)}

Name of Attached Document Listing Required Information

(3011) Please check this box to confirm that the attached document(s), on line 3012 contains the required information pursuant to § 54.313 (f)(1)(ii), the carrier shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.

(3012) Community Anchor Institutions {47 CFR § 54.313(f)(1)(ii)}

Name of Attached Document Listing Required Information

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

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

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

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

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

(3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation

Name of Attached Document Listing Required Information

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

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

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

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

(3021) Management letter and audit opinion issued by the independent certified public accountant that performed the company's financial audit

If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:

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

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

(3024) Underlying information subjected to an officer certification.

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

(3026) Attach the worksheet listing required information

Name of Attached Document Listing Required Information

(3000) Rate Of Return Carrier Additional Documentation (Continued)

Data Collection Form

FCC Form 481

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Financial Data Summary

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

Name of Attached Document Listing Required Information

Certification - Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

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

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients

I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.

Name of Reporting Carrier: BADLANDS CELLULAR OF ND LP

Signature of Authorized Officer: CERTIFIED ONLINE Date 04/09/2015

Printed name of Authorized Officer: Joseph Wurst

Title or position of Authorized Officer: Assistant Secretary

Telephone number of Authorized Officer: 4075480084 ext.

Study Area Code of Reporting Carrier: 389009 Filing Due Date for this form: 07/01/2015

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Certification - Agent / Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

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

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

I certify that (Name of Agent)_____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.

Name of Authorized Agent:

Name of Reporting Carrier:

Signature of Authorized Officer: Date:

Printed name of Authorized Officer:

Title or position of Authorized Officer:

Telephone number of Authorized Officer:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

TO BE COMPLETED BY THE AUTHORIZED AGENT:

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

I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.

Name of Reporting Carrier:

Name of Authorized Agent or Employee of Agent:

Signature of Authorized Agent or Employee of Agent: Date:

Printed name of Authorized Agent or Employee of Agent:

Title or position of Authorized Agent or Employee of Agent

Telephone number of Authorized Agent or Employee of Agent:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

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Attachments

(200) Service Outage Reporting (Voice)
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<220>

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

[redacted]

(200) Service Outage Reporting (Voice)
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[redacted]

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[redacted]

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CONFIDENTIAL

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

(700) Price Offerings including Voice Rate Data
Data Collection Form

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

<010>	Study Area Code	389009
<015>	Study Area Name	BADLANDS CELLULAR OF ND LP
<020>	Program Year	2016
<030>	Contact Name - Person USAC should contact regarding this data	Linda Stevens
<035>	Contact Telephone Number - Number of person identified in data line <030>	6783395404 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	linda.stevens@verizonwireless.com

<701>	Residential Local Service Charge Effective Date	1/1/2015
<702>	Single State-wide Residential Local Service Charge	

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	**Exchange (ILEC)**	**SAC (CETC)**	**Rate Type**	**Residential Local Service Rate**	**State Subscriber Line Charge**	**State Universal Service Fee**	**Mandatory Extended Area Service Charge**	**Total per line Rates and Fees**
ND	All		MS	25.0	0.0	0.0	0.0	25.0
ND	All		MS	35.0	0.0	0.0	0.0	35.0
ND	All		FR	45.0	0.0	0.0	0.0	45.0

(800) Operating Companies
Data Collection Form

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

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<810>	Reporting Carrier	Badlands Cellular of North Dakota Limited Partnership
<811>	Holding Company	Verizon Communications Inc.
<812>	Operating Company	Badlands Cellular of North Dakota Limited Partnership

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**
Verizon New England Inc.	115112	Verizon
Verizon New England Inc.	585114	Verizon
Verizon New York Inc.	155130	Verizon
Verizon New Jersey Inc.	165120	Verizon
Verizon Pennsylvania LLC	175000	Verizon
Verizon North LLC	170169	Verizon
Verizon North LLC	170170	Verizon
Verizon North LLC	170201	Verizon
Verizon Maryland Inc.	185030	Verizon
Verizon Virginia LLC	195040	Verizon
Verizon Florida LLC	210328	Verizon
Verizon Delaware LLC	565010	Verizon
Verizon Washington D.C. Inc.	575020	Verizon
Verizon California Inc.	542319	Verizon
Verizon California Inc.	542302	Verizon
GTE Southwest d/b/a Verizon Southwest	442080	Verizon
GTE Southwest d/b/a Verizon Southwest	442154	Verizon
Verizon South Inc.	190233	Verizon
Verizon South Inc.	190479	Verizon
Verizon South Inc.	230864	Verizon
MCI Communications Services Inc.	449007	Verizon
RSA 7 Limited Partnership	359070	Verizon Wireless
Iowa 8 - Monona Limited Partnership	359071	Verizon Wireless

(800) Operating Companies
Data Collection Form

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<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**
North Central RSA 2 of North Dakota Limited Partnership	389006	Verizon Wireless
Northwest Dakota Cellular of North Dakota Limited Partnership	389007	Verizon Wireless
North Dakota RSA No. 3 Limited Partnership	389008	Verizon Wireless
Badlands Cellular of North Dakota Limited Partnership	389009	Verizon Wireless
North Dakota 5 - Kidder Limited Partnership	389010	Verizon Wireless
St. Lawrence Seaway RSA Cellular Partnership	159014	Verizon Wireless
New York RSA 2 Cellular Partnership	159015	Verizon Wireless
Wisconsin RSA #1 Partnership	339023	Verizon Wireless

Lifeline/Link Up

CUSTOMER AGREEMENT & IMPORTANT INFORMATION

IMPORTANT INFORMATION FOR LIFELINE SUBSCRIBERS

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

MY VERIZON WIRELESS CUSTOMER AGREEMENT

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

MY SERVICE

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

HOW DO I ACCEPT THIS AGREEMENT?

You accept this agreement by:

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

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

If you do accept, you can cancel a line of Service within 14 days of accepting this Agreement without having to pay an early termination fee as long as you return, within the applicable return period, any equipment you purchased from us at a discount in connection with your acceptance of this Agreement, but you'll still have to pay for your Service through that date. Returning your merchandise does not automatically terminate your service. You must call the Lifeline Customer Service Team at 1.800.417.3849 to cancel service.

If you change your device or receive a Service promotion, you may be required to change your Plan to one that we are currently offering at that time.

MY PRIVACY

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

Many services and applications offered through your device may be provided by third parties. Some of these services and applications, which you may block or restrict at no cost, may involve charges for which you will be billed. The amount and frequency of the charges will be disclosed when you agree to the charges. Before you use, link to or download a service or application provided by a third party, you should review the terms of such service or application and applicable privacy policy. Personal information you submit may be read, collected or used by the service or application provider and/or other users of those forums. Verizon Wireless is not responsible for any third-party information,

content, applications or services you access, download or use on your device. You are responsible for maintaining virus and other Internet security protections when accessing these third-party products or services. For additional information, visit the Verizon Content Policy at **http://responsibility.verizon.com/contentpolicy**

You consent to allow Verizon Wireless and anyone who collects on our behalf to contact you about your account status, including past due or current charges, using prerecorded calls, email and calls or messages delivered by an automatic telephone dialing system to any wireless phone number or email address you provide. Verizon Wireless will treat any email address you provide as your private email that is not accessible by unauthorized third parties. Unless you notify us that your wireless service is based in a different time zone, calls will be made to your cellular device during permitted calling hours based upon the time zone affiliated with the mobile telephone number you provide.

WHAT HAPPENS IF MY POSTPAY SERVICE IS CANCELED BEFORE THE END OF MY CONTRACT TERM?

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

CAN I TAKE MY WIRELESS PHONE NUMBER TO ANOTHER CARRIER?

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

DIRECTORY INFORMATION

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

CAN I HAVE SOMEONE ELSE MANAGE MY POSTPAY ACCOUNT?

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

CAN VERIZON WIRELESS CHANGE THIS AGREEMENT OR MY SERVICE?

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

MY WIRELESS DEVICE

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

WHERE AND HOW DOES VERIZON WIRELESS SERVICE WORK?

Wireless devices use radio transmissions, so unfortunately you can't get Service if

your device isn't in range of a transmission signal. And please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather.

WHAT CHARGES ARE SET BY VERIZON WIRELESS?

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

GOVERNMENT TAXES, FEES AND SURCHARGES

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

WHAT ARE ROAMING CHARGES?

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

HOW DOES VERIZON WIRELESS CALCULATE MY CHARGES?

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

HOW AND WHEN CAN I DISPUTE CHARGES?

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

WHAT ARE MY RIGHTS FOR DROPPED CALLS OR INTERRUPTED SERVICE?

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

ABOUT MY PAYMENTS

If you're a Postpay customer and we don't get your payment on time, we will charge you a late fee of up to 1.5 percent per month (18 percent per year) on the unpaid balance, or a flat $5 per month, whichever is greater, if allowed by law in the state of your billing address. Late fees are set by that company or by its tariffs and may be higher than our late fees.) Late Fees are part of the rates and charges you agree to pay us. If you fail to pay on time and Verizon Wireless refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18 percent. We may require a deposit at the time of activation or afterward, or an increased deposit. We'll pay simple interest on any deposit at the rate the law requires. We may apply deposits or payments in any order to any amounts you owe us on any account. If your final credit balance is less than $1, we will refund it only if you ask. You may have to pay a

$35 fee to re-activate Service if your Service is terminated, or a $15 fee to reconnect Service if it is interrupted for non-payment or suspended for any reason.

We may charge you up to $25 for any returned check.

WHAT IF MY WIRELESS DEVICE GETS LOST OR STOLEN?

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

WHAT ARE VERIZON WIRELESS' RIGHTS TO LIMIT OR END SERVICE OR END THIS AGREEMENT?

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

DISCLAIMER OF WARRANTIES

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

Please be aware that if you activated your wireless device through our Open Development program, we can't vouch for the device's call quality or overall functionality.

WAIVERS AND LIMITATIONS OF LIABILITY

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

HOW DO I RESOLVE DISPUTES WITH VERIZON WIRELESS?

WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.

YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES) WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

(2) UNLESS YOU AND VERIZON WIRELESS AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER $10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. IN SUCH CASES, THE LOSER CAN ASK FOR A PANEL OF THREE NEW ARBITRATORS TO REVIEW THE AWARD. FOR CLAIMS OF $10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S WIA RULES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.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 OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT.

(4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON WIRELESS SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, VC52N061, BASKING RIDGE, NJ 07920. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL PAY ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, VERIZON WIRELESS WILL PAY THE FEE DIRECTLY TO THE AAA OR THE BBB. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER, AS WELL AS FOR ANY APPEAL TO A PANEL OF THREE NEW ARBITRATORS (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS AGREEMENT).

(5) WE ALSO OFFER CUSTOMERS THE OPTION OF PARTICIPATING IN A FREE INTERNAL MEDIATION PROGRAM. THIS PROGRAM IS ENTIRELY VOLUNTARY AND DOES NOT AFFECT EITHER PARTY'S RIGHTS IN ANY OTHER ASPECT OF THESE DISPUTE RESOLUTION PROCEDURES. IN OUR VOLUNTARY MEDIATION PROGRAM, WE WILL ASSIGN AN EMPLOYEE WHO'S NOT DIRECTLY INVOLVED IN THE DISPUTE TO HELP BOTH SIDES REACH AN AGREEMENT. THAT PERSON HAS ALL

THE RIGHTS AND PROTECTIONS OF A MEDIATOR AND THE PROCESS HAS ALL OF THE PROTECTIONS ASSOCIATED WITH MEDIATION. FOR EXAMPLE, NOTHING SAID IN THE MEDIATION CAN BE USED LATER IN AN ARBITRATION OR LAWSUIT. IF YOU'D LIKE TO KNOW MORE, PLEASE CONTACT US AT **VERIZONWIRELESS.COM** OR THROUGH CUSTOMER SERVICE. IF YOU'D LIKE TO START THE MEDIATION PROCESS, PLEASE GO TO **VERIZONWIRELESS.COM** OR CALL CUSTOMER SERVICE FOR A NOTICE OF DISPUTE FORM TO FILL OUT, AND MAIL, FAX OR EMAIL IT TO US ACCORDING TO THE DIRECTIONS ON THE FORM.

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

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(8) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

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

ABOUT THIS AGREEMENT

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

If any part of this agreement, including anything regarding the arbitration process (except for the prohibition on class arbitrations as explained in part 8 of the dispute resolution section above), is ruled invalid, that part may be removed from this agreement.

This agreement and the documents it incorporates form the entire agreement between us. You can't rely on any other documents, or on what's said by any Sales or Customer Service Representatives, and you have no other rights regarding Service or this agreement. This agreement isn't for the benefit of any third party except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

IMPORTANT INFORMATION

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

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

Lifeline/Link Up

ACUERDO CON EL CLIENTE E INFORMACIÓN IMPORTANTE

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INFORMACIÓN IMPORTANTE PARA SUSCRIPTORES A LIFELINE

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

MI ACUERDO CON EL CLIENTE DE VERIZON WIRELESS

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

MI SERVICIO

Los términos y condiciones de su Servicio forman parte de este acuerdo. Su Plan incluye sus asignaciones mensuales y funciones, las zonas donde puede usarlas (su "Área de Cobertura") y sus cargos mensuales y de pago por uso. También puede suscribirse a varios Servicios Opcionales, como los paquetes de mensajería de texto. Su Servicio lo constituyen conjuntamente su Plan y cualquiera de los Servicios Opcionales que elija. Puede consultar los términos y condiciones de su Servicio en los folletos que están disponibles cuando lo activa, o por Internet en **verizonwireless.com/espanol**

¿CÓMO ACEPTO ESTE ACUERDO?

Usted acepta este acuerdo:

- Aceptándolo por escrito, email, teléfono o en persona.
- Abriendo un paquete donde diga que usted está aceptando el acuerdo al abrirlo.
- Activando su Servicio.

Al aceptarlo, usted nos asegura que es mayor de 18 años con capacidad legal para aceptar un acuerdo. Si lo acepta en nombre de una organización, usted nos asegura que tiene potestad suficiente para obligar por contrato a dicha organización, y donde el contexto lo requiera, por "usted" se entenderá la organización. Al aceptarlo, usted está aceptando cada cláusula de este acuerdo así la haya leído o no.

Si usted acepta, puede cancelar una línea de Servicio dentro de los 14 días posteriores a la aceptación de este Acuerdo sin tener que pagar ningún cargo por cancelación prematura, siempre y cuando devuelva, dentro del plazo de devolución correspondiente, cualquier equipo que nos haya comprado o a nuestros agentes autorizados a precio de descuento en conexión con su aceptación de este Acuerdo, pero todavía tendrá que pagar su Servicio hasta esa fecha.

La devolución de la mercancía no cancela su servicio automáticamente. Para cancelarlo, usted debe llamar al Equipo de Servicio al Cliente de Lifeline al 1.800.417.3849.

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

MI PRIVACIDAD

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

Muchos servicios y aplicaciones ofrecidos a través de su aparato pueden ser ofrecidos por terceros. Algunos de estos servicios y aplicaciones, los cuales usted puede bloquear o restringir sin costo alguno, podrían implicar cargos que se le cobrarán a usted. Se le informará de la cantidad y frecuencia de los cargos cuando acepte los cargos. Antes de usar, enlazar con o descargar un servicio o aplicación provisto por un tercero, usted debe leer los términos de dicho servicio o aplicación, así como la política de privacidad correspondiente. La información personal que usted envíe puede ser leída, recopilada o usada por el proveedor del servicio o aplicación y/u otros usuarios de esos foros. Verizon Wireless no se hace responsable por ninguna información, contenido, aplicaciones o servicios de terceros a los que tenga acceso, descargue o use en su aparato. Usted es responsable de mantener activas sus protecciones de Internet contra virus y de otro tipo de protecciones cuando tenga acceso a los productos o servicios de estos terceros. Para más información,

visite la Política de Contenido de Verizon en **http://responsibility.verizon.com/contentpolicy**

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

¿QUÉ PASA SI MI SERVICIO DE POSPAGO SE CANCELA ANTES DE QUE FINALICE EL PLAZO DE MI CONTRATO?

Si se está suscribiendo al Servicio de Pospago, usted acepta suscribirse a una línea de Servicio ya sea de mes a mes o con un contrato por un plazo mínimo, como se indica en su recibo o confirmación de pedido. (Si su Servicio se suspende sin facturación, ese tiempo no se computa a efectos de completar el plazo de su contrato). Una vez que haya completado el plazo de su contrato, automáticamente pasará a ser un cliente con servicio de mes a mes para dicha línea de Servicio. **Si cancela una línea de Servicio o si nosotros la cancelamos por un motivo legítimo, durante el plazo del contrato, usted tendrá que pagar un cargo por cancelación prematura. Si el plazo de su contrato resulta de su compra de un aparato avanzado, su cargo por cancelación prematura será de $350 menos $10 por cada mes completo que cumpla del plazo de su contrato. De lo contrario, su cargo por cancelación prematura será de $175 menos $5 por cada mes completo que cumpla d el plazo de su contrato. Las cancelaciones serán efectivas el último día del ciclo de facturación de ese mes,** y usted es responsable del pago de todos los cargos incurridos hasta entonces.

¿PUEDO TRANSFERIR MI NÚMERO DE TELÉFONO MÓVIL A OTRO PROVEEDOR DE SERVICIO?

Usted podría llevar o "transferir" su número de teléfono móvil a otro proveedor de servicio. Si usted transfiere un número que tenga con nosotros, entenderemos que nos solicita que cancelemos su Servicio para ese número. Una vez que se complete el proceso de transferencia, ya no podrá usar nuestro servicio para ese número, pero seguirá siendo responsable del pago de todos los cargos hasta el final de ese ciclo de facturación, como sucedería en cualquier otra cancelación. Si es cliente del Servicio Prepagado, no tendrá derecho a un reembolso de ningún saldo en su cuenta. Si usted transfiere un número de teléfono a nuestra compañía, por favor tenga en cuenta que es posible que no podamos proveerle de inmediato algunos servicios, tales como los servicios de ubicación 911. Usted no tiene derecho alguno sobre el número de su teléfono móvil, salvo el derecho que pueda tener a transferirlo a otra compañía.

INFORMACIÓN DEL DIRECTORIO

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

¿PUEDO DESIGNAR A ALGUIEN PARA QUE ADMINISTRE MI CUENTA DE POSPAGO?

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

¿PUEDE VERIZON WIRELESS MODIFICAR ESTE ACUERDO O MI SERVICIO?

Podríamos modificar los precios o cualquier otro término de su Servicio o este acuerdo en cualquier momento, pero le avisaremos previamente, incluyendo un aviso por escrito si tiene Servicio de Pospago. Si usa su Servicio una vez que la modificación surta efecto, ello supondrá que acepta dicho cambio. Si es cliente con Servicio de Pospago y un cambio en su Plan o en este acuerdo le perjudica, usted puede cancelar la línea de Servicio que se haya visto afectada dentro de los 60 días posteriores al recibo del aviso sin tener que pagar un cargo por cancelación prematura si no invalidamos el cambio después de que nos haya notificado su objeción.

MI APARATO MÓVIL

Su aparato móvil debe cumplir con las regulaciones de la Comisión Federal de Comunicaciones, estar certificado para el uso en nuestra red y ser compatible con su Servicio. Por favor, tenga en cuenta que podemos cambiar el *software*, las aplicaciones o la programación de su aparato móvil por vía remota y sin previo aviso. Esto podría afectar sus datos almacenados o la forma en que programó o usa su aparato móvil. Pero por favor, tenga en cuenta que su aparato móvil puede que no funcione con otra red de telefonía móvil, o que la otra compañía de telefonía móvil no acepte su aparato móvil en su red.

¿DÓNDE Y CÓMO FUNCIONA EL SERVICIO DE VERIZON WIRELESS?

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

¿CUÁLES SON LOS CARGOS QUE FIJA VERIZON WIRELESS?

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

cantidades y lo que cubren podrían cambiar.

IMPUESTOS, CARGOS Y RECARGOS GUBERNAMENTALES

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

¿QUÉ SON LOS CARGOS POR *ROAMING*?

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

¿CÓMO CALCULA VERIZON WIRELESS MIS CARGOS?

Para cargos basados en la cantidad de tiempo usado o en los datos enviados o recibidos, redondearemos cualquier fracción al siguiente minuto entero o, dependiendo de cómo se facture su uso de datos, al siguiente megabyte o gigabyte entero. En las llamadas salientes, el tiempo de uso comienza al oprimir **Enviar** por primera vez o cuando la llamada se conecta a una red, y en las llamadas entrantes, cuando la llamada se conecta a una red (que puede ser antes de que suene el teléfono). El tiempo de uso puede terminar varios segundos después de oprimir **Cancelar** o de que la llamada se desconecte. Para las llamadas hechas en nuestra red, solo cobramos las que sean contestadas, lo que incluye las contestadas por máquinas. Para el Servicio de Pospago, el uso no siempre puede procesarse enseguida y puede incluirse en una factura posterior, pero en cualquier caso, el uso cuenta para su asignación del mes en que el Servicio se usó.

¿CÓMO Y CUÁNDO PUEDO IMPUGNAR CARGOS?

Si usted es cliente del Servicio de Pospago, puede impugnar su factura dentro de los 180 días siguientes a la fecha en la cual la recibió, pero a menos que lo establezca la ley de otro modo o salvo que impugne cargos por la pérdida o robo de su aparato móvil, usted tiene en cualquier caso que pagar todos los cargos hasta que se resuelva la impugnación. **USTED PUEDE LLAMARNOS PARA IMPUGNAR CARGOS EN SU FACTURA O POR CUALQUIER SERVICIO O SERVICIOS POR LOS CUALES SE LE HAYA FACTURADO, PERO SI DESEA CONSERVAR SU DERECHO A ENTABLAR UN ARBITRAJE O CASO EN EL TRIBUNAL DE DEMANDAS DE MENOR CUANTÍA RESPECTO A DICHA IMPUGNACIÓN, DEBERÁ ESCRIBIRNOS A LA DIRECCIÓN DE SERVICIO AL CLIENTE QUE APARECE EN SU FACTURA O ENVIARNOS UN FORMULARIO DE AVISO DE IMPUGNACIÓN (DISPONIBLE EN VERIZONWIRELESS.COM/ESPANOL) DENTRO DEL PLAZO DE 180 DÍAS ARRIBA MENCIONADO. SI USTED NO NOS NOTIFICA POR ESCRITO SOBRE DICHA IMPUGNACIÓN DENTRO DEL PLAZO DE 180 DÍAS, HABRÁ RENUNCIADO A SU DERECHO A IMPUGNAR LA FACTURA O SERVICIO(S) Y A ENTABLAR UN ARBITRAJE O CASO ANTE EL TRIBUNAL DE DEMANDAS DE MENOR CUANTÍA CON RESPECTO A DICHA IMPUGNACIÓN.**

¿QUÉ DERECHOS TENGO POR LLAMADAS DESCONECTADAS O INTERRUPCIÓN DEL SERVICIO?

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

ACERCA DE MIS PAGOS

Si es cliente del Servicio de Pospago y si no recibimos su pago a tiempo, le cobraremos un cargo por pago atrasado de hasta 1.5 por ciento mensual (18 por ciento anual) del saldo sin pagar, o un cargo fijo de $5 mensuales, lo que sea mayor, si lo permite la ley en el estado de su dirección de facturación. Los cargos por pagos atrasados son fijados por dicha compañía o por sus tarifas, pudiendo ser más elevados que nuestros cargos por pagos atrasados. Los cargos por pagos atrasados son parte de las tarifas y cargos que usted acepta pagarnos. Si usted no paga a tiempo y Verizon Wireless remite su(s) cuenta(s) a un tercero para recaudación, se le cobrará un cargo por recaudación que se debe pagar al momento de la remisión al tercero. El cargo será calculado al máximo porcentaje permitido por la ley correspondiente, pero que no exceda el 18 por ciento. Podríamos exigir un depósito en el momento de la activación o más adelante, o un depósito mayor. Pagaremos un interés simple en cualquier depósito según las tasas requeridas por ley. Podemos aplicar depósitos o pagos en cualquier orden a cualquier cantidad que nos deba en cualquier cuenta. Si su saldo de crédito final es menor a $1, solo se lo reembolsaremos si lo solicita. Si su Servicio se cancela tendría que pagar un cargo de $35 para reactivarlo, o un cargo de $15 para reconectarlo si se interrumpe por falta de pago o se suspende por otra razón.
Podremos cobrarle hasta $25 por cualquier cheque devuelto.

¿QUÉ PASA SI PIERDO O ME ROBAN MI APARATO MÓVIL?

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

una por 30 días o hasta que reemplace o recupere su aparato móvil, lo que suceda primero.

¿QUÉ DERECHOS TIENE VERIZON WIRELESS DE LIMITAR O CANCELAR EL SERVICIO O ESTE ACUERDO?

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

NOTA ACLARATORIA SOBRE GARANTÍAS

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

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

LIMITACIONES Y EXENCIONES DE RESPONSABILIDAD

Usted y Verizon Wireless aceptan limitar las demandas por daños u otro resarcimiento monetario contra la otra parte, para resarcirse de daños directos. Esta limitación y exención regirá independientemente de la teoría de responsabilidad. Esto significa que ninguno de nosotros tratará de tomar compensaciones por daños indirectos, especiales, consecuentes, triplicados o punitivos de la otra parte. Esta limitación y exención también aplica si usted interpone una demanda contra uno de nuestros proveedores, hasta el punto de que se nos exigiera indemnizar al proveedor por la demanda. Usted acepta que no somos responsables por los problemas ocasionados por usted u otras personas, o por cualquier causa de fuerza mayor. Usted también acepta que no somos responsables por los mensajes de voz u otros mensajes perdidos o borrados, o por cualquier información (como fotos) que se pierda o se borre mientras trabajamos en su aparato. Si otra compañía de telefonía móvil resulta involucrada en cualquier problema (por ejemplo, mientras está usted en *roaming*), usted también acepta cualquier limitación de responsabilidad que se imponga.

¿CÓMO RESUELVO LAS DISPUTAS CON VERIZON WIRELESS?

CONFIAMOS EN QUE ESTARÁ SATISFECHO CON NUESTROS SERVICIOS, PERO SI EXISTE ALGÚN PROBLEMA QUE NECESITE SER RESUELTO, EN ESTA SECCIÓN SE EXPLICAN LAS EXPECTATIVAS MUTUAS AL RESPECTO.

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

(1) ESTE ACUERDO SE RIGE POR LA LEY FEDERAL DE ARBITRAJE. EXCEPTO LOS CASOS DEL TRIBUNAL DE DEMANDAS DE MENOR CUANTÍA QUE CALIFIQUEN, TODA DISPUTA QUE, DE CUALQUIER MANERA, ESTÉ RELACIONADA CON O SURJA DEL PRESENTE ACUERDO O DE CUALQUIER EQUIPO, PRODUCTO Y SERVICIO QUE LE PRESTEMOS (O DE CUALQUIER PUBLICIDAD DE DICHO PRODUCTO O SERVICIO) SERÁ RESUELTA POR UNO O MÁS ÁRBITROS IMPARCIALES ANTE LA ASOCIACIÓN AMERICANA DE ARBITRAJE (AMERICAN ARBITRATION ASSOCIATION, "AAA") O EL BETTER BUSINESS BUREAU ("BBB"). ASIMISMO, USTED PUEDE PRESENTAR A CONSIDERACIÓN DE LAS AGENCIAS GUBERNAMENTALES FEDERALES, ESTATALES O LOCALES CUALQUIER ASUNTO QUE USTED PUEDA TENER Y ESTAS AGENCIAS PUEDEN, SI LA LEY LO PERMITE, RECLAMARNOS EL RESARCIMIENTO EN SU NOMBRE.

(2) A MENOS QUE USTED Y VERIZON WIRELESS

ACEPTEN LO CONTRARIO, EL ARBITRAJE SE REALIZARÁ EN EL CONDADO DE SU DIRECCIÓN DE FACTURACIÓN. PARA DEMANDAS MAYORES DE $10.000, SE APLICARÁN LAS NORMAS DE ARBITRAJE PARA LA INDUSTRIA DE TELEFONÍA MÓVIL ("WIA") DE LA AAA. ACORDAMOS QUE EN DICHOS CASOS, EL PERDEDOR PUEDE APELAR A UN ÓRGANO COLEGIADO DE TRES NUEVOS ÁRBITROS PARA QUE REVISE LA DECISIÓN. EN DEMANDAS MENORES DE $10.000, LA PARTE RECLAMANTE PUEDE ELEGIR LAS NORMAS DE ARBITRAJE PARA LA INDUSTRIA DE TELEFONÍA MÓVIL DE LA AAA O LAS NORMAS DEL BBB PARA ARBITRAJE VINCULANTE; O BIEN PUEDE ENTABLAR UNA ACCIÓN INDIVIDUAL EN UN TRIBUNAL DE DEMANDAS DE MENOR CUANTÍA. PUEDE OBTENER INFORMACIÓN SOBRE PROCEDIMIENTOS, REGLAS Y CARGOS DE LA AAA (WWW.ADR.ORG), DEL BBB (WWW.BBB.ORG) O DE NOSOTROS. EN DEMANDAS MENORES DE $10.000, PUEDE ELEGIR QUE EL ARBITRAJE SE LLEVE A CABO BASÁNDOSE SOLO EN DOCUMENTOS ENVIADOS AL ÁRBITRO O EN UNA AUDIENCIA EN PERSONA O POR TELÉFONO.

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

(4) SI ALGUNO DE NOSOTROS TIENE LA INTENCIÓN DE ADELANTAR UN ARBITRAJE CONFORME A ESTE ACUERDO, LA PARTE QUE SOLICITA EL ARBITRAJE DEBE NOTIFICAR PRIMERO A LA OTRA PARTE DE LA DISPUTA POR ESCRITO POR LO MENOS 30 DÍAS ANTES DE INICIAR EL ARBITRAJE. EL AVISO A VERIZON WIRELESS DEBE SER ENVIADO A VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, VC52N061, BASKING RIDGE, NJ 07920. EL AVISO DEBE DESCRIBIR LA NATURALEZA DE LA DEMANDA Y LA COMPENSACIÓN QUE BUSCA. SI NO SOMOS CAPACES DE RESOLVER NUESTRA DISPUTA DENTRO DE 30 DÍAS, CUALQUIERA DE LAS PARTES PUEDE ENTONCES PROCEDER A PRESENTAR UNA DEMANDA DE ARBITRAJE. PAGAREMOS CUALQUIER CARGO DE REPRESENTACIÓN QUE LA AAA O BBB LE COBRA POR EL ARBITRAJE DE LA DISPUTA. SI USTED NOS PROPORCIONA UN AVISO FIRMADO POR ESCRITO QUE NO PUEDE PAGAR EL CARGO, VERIZON WIRELESS PAGARÁ EL CARGO DIRECTAMENTE A LA AAA O BBB. SI EL ARBITRAJE PROCEDE, TAMBIÉN PAGAREMOS LOS CARGOS ADMINISTRATIVOS Y LOS DEL ÁRBITRO QUE SE COBREN POSTERIORMENTE, ASÍ COMO CUALQUIER APELACIÓN A UN PANEL DE TRES ÁRBITROS NUEVOS (SI EL LAUDO ARBITRAL ES APELABLE CONFORME A ESTE ACUERDO).

(5) TAMBIÉN OFRECEMOS A LOS CLIENTES LA OPCIÓN DE PARTICIPAR EN UN PROGRAMA INTERNO GRATUITO DE MEDIACIÓN. ESTE PROGRAMA ES TOTALMENTE VOLUNTARIO Y NO AFECTA LOS DERECHOS DE NINGUNA DE LAS PARTES EN NINGÚN ASPECTO DE ESTOS PROCEDIMIENTOS DE RESOLUCIÓN DE DISPUTAS. EN NUESTRO PROGRAMA VOLUNTARIO DE MEDIACIÓN, ASIGNAREMOS A UN EMPLEADO QUE NO ESTÉ DIRECTAMENTE IMPLICADO EN LA DISPUTA PARA QUE AYUDE A AMBAS PARTES A LLEGAR A UN ACUERDO. ESTA PERSONA TENDRÁ TODOS LOS DERECHOS Y PRIVILEGIOS DE UN MEDIADOR Y EL PROCESO TENDRÁ TODOS LOS PRIVILEGIOS ASOCIADOS CON UNA MEDIACIÓN. POR EJEMPLO, NADA DE LO QUE SE DIGA EN LA MEDIACIÓN PODRÁ SER USADO EN UN ARBITRAJE O DEMANDA POSTERIOR. SI DESEA MÁS INFORMACIÓN, POR FAVOR, COMUNÍQUESE CON NOSOTROS EN **VERIZONWIRELESS.COM/ESPANOL** O A TRAVÉS DEL SERVICIO AL CLIENTE. SI DESEA INICIAR EL PROCESO DE MEDIACIÓN, POR FAVOR, VISITE **VERIZONWIRELESS.COM/ESPANOL** O LLAME AL SERVICIO AL CLIENTE PARA SOLICITAR UN FORMULARIO DE AVISO DE IMPUGNACIÓN QUE HABRÁ DE LLENAR Y ENVIARNOS POR CORREO, FAX O EMAIL DE ACUERDO CON LAS INSTRUCCIONES QUE APARECEN EN EL FORMULARIO.

(6) PODRÍAMOS, PERO NO ESTAMOS OBLIGADOS, A OFRECERLA UNA RESOLUCIÓN POR ESCRITO EN CUALQUIER MOMENTO ANTES DE QUE COMIENCE EL ARBITRAJE. EL MONTO O TÉRMINOS DE CUALQUIER OFERTA DE RESOLUCIÓN NO PUEDEN REVELARSE AL ÁRBITRO HASTA DESPUÉS DE QUE EL ÁRBITRO DICTE EL MONTO DE LA DEMANDA. SI NO ACEPTA LA OFERTA, Y EL ÁRBITRO DICTA UN LAUDO A SU FAVOR POR UN MONTO SUPERIOR AL DE NUESTRA OFERTA PERO INFERIOR A $5.000, O SI NO LE HACEMOS UNA OFERTA Y EL ÁRBITRO LE DECRETA CUALQUIER MONTO PERO INFERIOR A $5.000, ENTONCES CONVENDREMOS EN PAGARLE $5.000 EN LUGAR DEL MONTO DECRETADO POR EL ÁRBITRO. EN TAL CASO TAMBIÉN ACEPTAMOS PAGAR HONORARIOS Y GASTOS RAZONABLES DE ABOGADO, INDEPENDIENTEMENTE DE SI LA LEY LO EXIGE EN SU CASO. SI EL ÁRBITRO LE OTORGA UNA CANTIDAD SUPERIOR A $5.000, ENTONCES LE PAGAREMOS DICHA CANTIDAD.

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

(8) SI POR CUALQUIER MOTIVO LA PROHIBICIÓN DEL ARBITRAJE COLECTIVO ESTABLECIDA EN LA SUBSECCIÓN (3) NO PUEDE EJECUTARSE, ENTONCES NO SE

APLICARÁ EL ACUERDO DE ARBITRAJE.

(9) SI POR CUALQUIER MOTIVO UNA RECLAMACIÓN PROCEDE ANTE UN TRIBUNAL EN VEZ DE POR ARBITRAJE, USTED Y VERIZON WIRELESS RENUNCIAN AL JUICIO CON JURADO. USTED Y VERIZON WIRELESS RENUNCIAN INCONDICIONALMENTE A CUALQUIER DERECHO A UN JUICIO CON JURADO EN CUALQUIER ACCIÓN, PROCEDIMIENTO O CONTRADEMANDA QUE SURJA O QUE ESTÉ RELACIONADA DE ALGUNA MANERA CON ESTE ACUERDO. EN CASO DE LITIGIO, ESTE PÁRRAFO PUEDE SER PRESENTADO PARA MOSTRAR EL CONSENTIMIENTO POR ESCRITO A UN JUICIO POR EL TRIBUNAL.

ACERCA DE ESTE ACUERDO

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

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

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

INFORMACIÓN IMPORTANTE

Los servicios descritos en este folleto están sujetos a los siguientes términos y condiciones como corresponda.

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

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

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

Line 610 – Functionality in Emergency Situations

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

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

1 Verizon Place
Mail Code: GA1A2FRP
Alpharetta, GA 30004

Phone: 678-339-5404
linda.stevens@verizon.com

April 2, 2015

Re: CY2014 Tribal Government Engagement – Annual Reporting Obligation Form 481, Line 900, Badlands Cellular of North Dakota Limited Partnership, SAC 389009

Badlands Cellular of North Dakota Limited Partnership, SAC 389009, (the "Company") has continued its program of Tribal Government Outreach in CY2014. This document memorializes the activities we have undertaken in fulfillment of the obligations that were established in the USF/ICC Transformation Order.

The Company provides wireless service on two federally recognized tribal land in its Designated ETC Service Area. In June 2014, the Company sent a meeting request to the Standing Rock Sioux Tribe of North and South Dakota and Three Affiliated Tribes of the Fort Berthold Reservation, the only two federally recognized tribes where the Company is designated as an Eligible Telecommunications Carrier, encouraging a face-to-face meeting between our executives and their tribal leadership. In December 2014, the Company sent a second letter to their tribal leaders, following up on our offer to engage and encouraged participation from their tribes. Copies of all letters are attached.

The Company did not receive any responses from the requests sent to the Standing Rock Sioux Tribe of North and South Dakota and Three Affiliated Tribes of the Fort Berthold Reservation and, as a result, no meetings were held in 2014.

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

Linda Stevens

Linda Stevens
Associate Director - Finance

Attachments:
– Initial CY2014 Tribal Engagement Letters – dated June 10, 2014
– Subsequent CY 2014 Tribal Engagement Letters – dated December 12, 2014

505 Highway 169 N
Plymouth, MN 55441

Phone: 763-595-2640
Seamus.hyland@verizonwireless.com

June 10, 2014

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

Dear Chairman Archambault:

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

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

We would like to schedule a meeting with you next month (in July) at a location that is convenient for you and any other members of your tribal government that have an interest in participating in such a meeting. Please respond to Linda Stevens at: linda.stevens@verizonwireless.com, or she can also be reached at 678-339-5404 to finalize a meeting location and date. We look forward to forging a meaningful and beneficial relationship with you and your members.

I also want to be sure that you and your members are aware that Verizon Wireless offers Lifeline and Link Up to qualified residents of federally recognized tribal lands where Verizon Wireless has been designated as an Eligible Telecommunications Carrier. Lifeline is a government assistance program implemented by the FCC and is available through local telephone companies and wireless companies, such as Verizon Wireless. Through this program, local service is available to qualified individuals and there is no charge for the monthly access. However, applicable taxes and surcharges would still apply. In addition, eligible tribal residents can also save up to $35 on the activation cost of getting new wireless phone service through the Link Up program.

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

We look forward to meeting you soon.

Sincerely,

Seamus Hyland
President - Great Plains Region

505 Highway 169 N
Plymouth, MN 55441

Phone: 763-595-2640
Seamus.hyland@verizonwireless.com

December 12, 2014

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

Dear Chairman Murphy:

On June 10, 2014, I sent you a letter letting you know that an executive team from Verizon Wireless would like to meet with you and your tribal leaders to review the services that Verizon Wireless offers and to address any matters that you would like to discuss. However, as of today, we have not received your response. Verizon Wireless would like to again extend the invitation to meet with you, and we would like to schedule that meeting for late December or early January at a location that is convenient for you and any other members of your Tribal government that have an interest in participating in such a meeting.

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

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

Please respond to Linda Stevens at linda.stevens@verizonwireless.com, or she can also be reached at 678-339-5404, to finalize a meeting location and date.

We look forward to meeting you and your Tribal leaders soon.

Sincerely,

Seamus Hyland
President - Great Plains Region

505 Highway 169 N
Plymouth, MN 55441

Phone: 763-595-2640
Seamus.hyland@verizonwireless.com

June 10, 2014

Chairman Tex Hall
Three Affiliated Tribes of the Fort Berthold Reservation
404 Frontage Rd
New Town, ND 58763

Dear Chairman Hall:

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

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Sincerely,

Seamus Hyland
President - Great Plains Region

505 Highway 169 N
Plymouth, MN 55441

Phone: 763-595-2640
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404 Frontage Rd
New Town, ND 58763

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Please respond to Linda Stevens at linda.stevens@verizonwireless.com, or she can also be reached at 678-339-5404, to finalize a meeting location and date.

We look forward to meeting you and your Tribal leaders soon.

Sincerely,

Seamus Hyland

Seamus Hyland
President - Great Plains Region

Line 1010 – Voice Services Rate Comparability

47 C.F.R. § 54.313(a)(10) requires a high-cost support recipient to certify that "the pricing of [its] voice services is no more than two standard deviations above the applicable national average urban rate for voice service, as specified [by the Wireline Competition Bureau]." In Public Notice DA 14-384 in WC Docket No. 10-90 (the most recently issued notice as of the date of filing of this report), the Wireline Competition Bureau stated that the "reasonable comparability benchmark" is $46.96. Thus, for purposes of the 2015 Form 481 filing, Section 54.313(a)(10) requires that each eligible telecommunications carrier must certify that its voice services are priced at no more than $46.96. USAC's Form 481, at line 1010 of Page 1, requires a descriptive document in support of this certification.

Badlands Cellular of North Dakota Limited Partnership, SAC 389009, hereby certifies that it meets the requirement set forth in § 54.313(a)(10). Most of the service offerings made available by Badlands Cellular of North Dakota Limited Partnership include mobility, text messaging services, data services, and other services such that they have many more features than landline voice-only service. Badlands Cellular of North Dakota Limited Partnership identifies the following voice plans that are currently available or were available in 2014 that closely resemble landline voice-only services and are priced under $46.96, in support of Badlands Cellular of North Dakota Limited Partnership's certification:

Name of plan	Features	Price
More Everything plan for one basic phone	- 700 minutes - unlimited night and weekend minutes - unlimited calling to Verizon Wireless customers	$25 per month
Allset $35 Basic Prepaid Plan (no annual contract)	- 500 anytime minutes - unlimited text - 500 MB data	$35 per month
Allset $45 Basic Prepaid Plan (no annual contract)	- unlimited talk - unlimited text - 500 MB data	$45 per month

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