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March 24, 2009

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Pamela Bonrud  
Executive Director  
SD Public Utilities Commission  
500 E Capitol Avenue  
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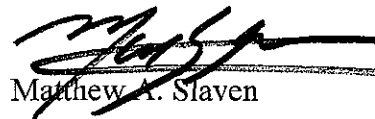
**Re: RCC Minnesota, Inc. and Wireless Alliance, L.L.C. Designation as an ETC;  
Docket TC 03-193**

Dear Ms. Bonrud:

Pursuant to the Order designating RCC Minnesota, Inc. and Wireless Alliance, L.L.C. as ETCs, Findings of Fact Number 71, subparts (2) and (3), please find a copy of the current Customer Agreement used by both companies. In addition, the enclosed Addendum will be attached for South Dakota contracts noting that disputes or claims arising under the Customer Agreement may be subject to the South Dakota Public Utilities Commission's jurisdiction. The Addendum will also provide a notice that financial assistance may be available under the federal Lifeline and Link-up programs.

If you have any questions regarding the enclosed, please contact me at the above number.

Very truly yours,



Matthew A. Slaven

MAS/lzd  
Enclosures  
2318074v1

# Customer Agreement

The following applies to our calling plans except Prepaid plans, which are governed by our Prepaid Customer Agreement.

## Customer Agreement Terms & Conditions

### Your Verizon Wireless Customer Agreement

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

*(Para una copia de este documento en Espanol, llame al 1-800-922-0204 o visite nuestro sitio de internet en espanol.verizonwireless.com.)*

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

### Your Plan

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

### Your Rights to Refuse or Cancel This Agreement

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

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

**IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.** You can cancel (if you're a new customer and not assuming another customer's service) **WITHIN 30 DAYS** of accepting. You'll still be responsible through that date for the new service and any charges associated with it.

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

∞ Except as explicitly permitted by this agreement, you're agreeing to maintain service with us for your minimum term. (Periods of suspension of service don't count towards fulfillment of your minimum term.) After that, you'll become a month-to-month customer under this agreement. **AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE BECOMING A MONTH-TO-MONTH CUSTOMER, OR IF WE TERMINATE IT EARLY FOR GOOD CAUSE. FOR SERVICE ACTIVATED PRIOR TO 11/16/06, THE EARLY TERMINATION FEE IS \$175 PER WIRELESS PHONE NUMBER. FOR SERVICE ACTIVATED ON OR AFTER 11/16/06, OR FOR LINES OF SERVICE WITH MINIMUM TERMS EXTENDED ON OR AFTER 11/16/06, THE EARLY TERMINATION FEE IS \$175, WHICH WILL BE REDUCED BY \$5 FOR EACH FULL MONTH TOWARD YOUR MINIMUM TERM THAT YOU COMPLETE.** (The Early Termination Fee applies only to the extent permitted by law. If you buy your wireless phone from an authorized agent or third-party vendor, you should check to see if they charge a separate termination fee.) If you terminate your service as of the end of your minimum term, you won't be responsible for any remaining part of your monthly billing cycle. **Otherwise, all terminations by you during a monthly billing cycle become effective on the last day of that billing cycle.** You'll remain responsible for all fees and charges incurred until then and won't be entitled to any partial-month credits or refunds. You may be able to take, or "port," your current wireless phone number to another service provider. If you request your new

service provider to port a number from us, and we receive your request from that new service provider, we'll treat it as notice from you to terminate our service for that number upon successful completion of porting. After the porting is completed, you won't be able to use our service for that number. You'll remain responsible for any Early Termination Fee, and for all fees and charges through the end of that billing cycle, just like any other termination. If you're porting a phone number to us from another company, we may not be able to provide you some services, such as 911 location services, immediately.

#### **Your Rights to Appoint an Account Manager**

You may at any time appoint someone else to manage your account, which will include the authority to make changes that will extend your minimum term. Those changes will be treated as modifications to this agreement, and you are responsible for any such changes made by a person whom you appoint. If you choose to appoint someone, you can do so either orally or in writing, and either for a single transaction, or indefinitely until you revoke the appointment.

#### **Our Rights to Make Changes**

Your service is subject to our business policies, practices and procedures, which we can change without notice. UNLESS OTHERWISE PROHIBITED BY LAW, WE CAN ALSO CHANGE PRICES AND ANY OTHER CONDITIONS IN THIS AGREEMENT AT ANY TIME BY SENDING YOU WRITTEN NOTICE PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT. IF YOU CHOOSE TO USE YOUR SERVICE AFTER THAT POINT, YOU'RE ACCEPTING THE CHANGES. IF THE CHANGES HAVE A MATERIAL ADVERSE EFFECT ON YOU, HOWEVER, YOU CAN END THE AFFECTED SERVICE, WITHOUT ANY EARLY TERMINATION FEE, JUST BY CALLING US WITHIN 60 DAYS AFTER WE SEND NOTICE OF THE CHANGE.

#### **Your Wireless Phone**

Your wireless phone is any device you use to receive our wireless voice or data service. It must comply with Federal Communications Commission regulations and be compatible with our network and your Plan. Whether you buy your wireless phone from us or someone else is entirely your choice. At times we may change your wireless phone's software, applications or programming remotely and without notice. This could affect data you've stored on, the way you've programmed or the way you use your wireless phone. If you purchased a wireless phone (other than a "global phone") from Verizon Wireless for use with a plan with a minimum term and want to reprogram your phone for use with another wireless carrier network, the default service programming code is set to "000000" or "123456." Verizon Wireless in no way guarantees that your Verizon Wireless phone will be capable of being reprogrammed for use with another wireless carrier network after the service programming code is entered, or that another wireless carrier will accept your device for use on its network.

#### **Your Wireless Phone Number and Caller ID**

You don't have any rights in any personal identification number, email address or identifier we assign you (we'll tell you if we decide to change or reassign them). The same is true of your wireless phone number, except for any right you may have to port it. Your wireless phone number and name may show up when you call someone. You can block this "Caller ID" for most calls by dialing \*67 before each call, or by ordering per-line call blocking (dialing \*82 to unblock) where it's available. You can't block Caller ID to some numbers, such as toll-free numbers.

#### **How Service Works**

Wireless phones use radio transmissions, so we can't provide service when your phone isn't in range of a transmission site used to provide service. Even within a coverage area, there are many factors, including network capacity, your phone, terrain, proximity to buildings, foliage and weather, that may impact availability and quality of service.

#### **Charges and Fees We Set**

• You agree to pay all access, usage and other charges and fees we bill you or that the user of your wireless phone accepted, even if you weren't the user of your wireless phone and didn't authorize its use. These include Federal Universal Service, Regulatory and Administrative Charges, and may also include other charges related to our governmental costs. We set these charges. They aren't taxes, aren't required by law, are kept by us in whole or in part, and the amounts and what's included are subject to change. You may have to pay fees to begin service or reconnect suspended service. Usage charges may vary depending on where, when and how you call. You have a Home Rate and Coverage Area and a Local Calling Area (which may be different). When you call from inside a Local Calling Area to somewhere outside of it, or call from anywhere outside a Local Calling Area, there may be toll, regional calling or long distance charges in addition to airtime (we provide or select the long distance service for calls on our network). When you make a call inside your Local Calling Area that uses a local phone company's lines (for example, a call to a typical home phone number), we may charge landline or connection fees. We charge airtime for most calls.

including toll-free and operator-assisted calls. Additional features and services such as operator or directory assistance, call dialing, calling card use, Call Forwarding, data calls, automatic call delivery, Voice Mail, Text Messaging and wireless Internet access, may have additional charges. Features such as Call Waiting, Call Forwarding or 3-Way Calling involve multiple calls and multiple charges.

#### **Taxes, Fees and Surcharges We Don't Set**

☞ You agree to pay all taxes, fees and surcharges set by the government. We may not always give advance notice of changes to these items. If you're tax-exempt you must give us your exemption certificates and pay for any filings we make.

#### **Roaming and Roaming Charges**

You're "roaming" whenever you make or receive a call using a transmission site outside your Home Rate and Coverage Area, or using another company's transmission site. Your wireless phone may sometimes connect to and roam on another company's network even when you're within your Home Rate and Coverage Area or Local Calling Area. There may be extra charges (including charges for long distance, tolls or calls that don't connect) and higher rates for roaming calls, depending on your Plan.

#### **Your Bill**

☞ Your bill is our notice to you of your fees, charges and other important information. You should read everything in your bill. We bill usage charges after calls are made or received. We bill access fees and some other charges in advance. You can view your detailed bill online. We'll also send you a streamlined bill without call detail (or a detailed bill if you request one, subject to any applicable fee). We may charge a fee for bill reprints. If you choose Internet billing (where available), you waive any right to paper bills or notices.

#### **How We Calculate Your Bill**

Your bill reflects the fees and charges in effect under your Plan at the time they're incurred. You can dispute your bill, but only within 180 days of receiving it. Unless otherwise provided by state law, you must still pay any disputed charges until the dispute is resolved. Charges may vary depending on where your wireless phone is when a call starts. If a charge depends on an amount of time used, we'll round up any fraction of a minute to the next full minute. Time starts when you first press **SEND** or the call connects to a network on outgoing calls, and when the call connects to a network (which may be before it rings) on incoming calls. Time may end several seconds after you press **END** or the call otherwise disconnects. For calls made on our network, we only bill for calls that are answered (which includes calls answered by machines). Most calls you make or receive during a billing cycle are included in your bill for that cycle. Billing for airtime (including roaming) and related charges may, however, sometimes be delayed. Delayed airtime will be applied against the included airtime for the month when you actually made or received the call, even though such charges may show up on a later bill. This may result in charges higher than you'd expect in the later month.

#### **Your Rights for Dropped Calls or Interrupted Service**

If you get disconnected by our network from a voice call in your Home Rate and Coverage Area, redial. If the same number answers within 5 minutes, call us within 90 days and we'll give you a 1-minute airtime credit. If service is interrupted in your Home Rate and Coverage Area for more than 24 hours in a row due to our fault, call us within 180 days and we'll give you a credit for the period of interruption. These are your only rights for dropped calls or interrupted service.

#### **Payments, Deposits, Credit Cards and Checks**

☞ Payment is due in full as stated on your bill. IF WE DON'T RECEIVE PAYMENT IN FULL WHEN DUE, WE MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS WE HAVE ON FILE FOR YOU AT THE TIME, CHARGE YOU A LATE FEE OF UP TO 1.5 PERCENT A MONTH (18 PERCENT ANNUALLY), OR A FLAT \$5 A MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. (IF YOU CHOOSE ANOTHER COMPANY TO BILL YOU FOR OUR SERVICE [SUCH AS ANOTHER VERIZON COMPANY], LATE FEES WILL BE SET BY THAT PARTY OR BY ITS TARIFFS, WHICH MAY BE HIGHER THAN OUR LATE FEE RATE.) WE MAY ALSO CHARGE YOU FOR ANY COLLECTION AGENCY FEES THAT WE ARE CHARGED BY A COLLECTION AGENCY WE USE TO COLLECT FROM YOU IF IT IS PERMITTED BY THE LAW OF THE STATE WHERE YOU HAVE YOUR BILLING ADDRESS WHEN WE FIRST SEND YOUR ACCOUNT TO A COLLECTION AGENCY. We may require an advance deposit (or an increased deposit) from you. We'll pay simple interest on any deposit at the rate the law requires. Please retain your evidence of deposit. You agree that we can apply deposits, payments or pre-payments in any order to any amounts you owe us on any account. You can't use a deposit to pay any bill unless we agree. We refund final credit balances of less than \$1 only upon request. We won't honor limiting notations you make on or with your checks. We may charge you up to \$25 for any returned check, depending on applicable law.

#### **If Your Wireless Phone is Lost or Stolen**

If your wireless phone is lost or stolen, it is very important that you notify us immediately for your own protection, so that we can suspend your service to prevent further usage. If your bill shows charges to your phone after the loss but before you reported it, and you want a credit for those charges, we will investigate your account activity. You do not have to pay the charges you dispute while they are being investigated to determine whether the charges resulted from usage by someone not authorized to use the phone. Further, if we haven't given you a courtesy suspension of recurring monthly fees within the prior year, we'll give you one for 30 days, or until you replace or recover your wireless phone, whichever comes first. You may need to provide further information regarding the theft or loss if we ask for it.

#### **Our Rights to Limit or End Service or This Agreement**

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

#### **Directory Information**

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

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

☞ In the course of providing services to you, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of the telecommunications services you purchase. This information and related billing information is known as Customer Proprietary Network Information, or CPNI. (CPNI does not include your name, address and wireless phone number.) Further, except as provided in this agreement, we won't intentionally share personal information about you without your permission. **SUBJECT TO THE FOREGOING, WE MAY USE AND SHARE INFORMATION ABOUT YOU AND HOW YOU USE ANY OF OUR SERVICES: (A) SO WE CAN PROVIDE OUR GOODS OR SERVICES TO YOU; (B) SO OTHERS CAN PROVIDE GOODS OR SERVICES TO US OR TO YOU ON OUR BEHALF; (C) SO WE OR OUR AFFILIATES IN THE VERIZON FAMILY OF COMPANIES CAN COMMUNICATE WITH YOU ABOUT GOODS OR SERVICES THAT ANY OF US OFFER; (D) TO PROTECT OURSELVES; OR (E) AS REQUIRED BY LAW, LEGAL PROCESS OR EXIGENT CIRCUMSTANCES.**

**IN ADDITION, WE MAY INCLUDE OUR OWN OR THIRD-PARTY ADVERTISING IN THE SERVICES YOU PURCHASE FROM US, AND WE MAY COLLECT NON-PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOU AND YOUR USE OF THOSE SERVICES. WE MAY SHARE THAT NON-PERSONALLY IDENTIFIABLE INFORMATION WITH OTHER VERIZON COMPANIES, VENDORS AND THIRD PARTIES TO PROVIDE RELEVANT ADVERTISING. IF YOU DO NOT WANT US TO COLLECT OR USE SUCH NON-PERSONALLY IDENTIFIABLE INFORMATION FOR THIS PURPOSE, YOU SHOULD NOT USE OUR SERVICES; BY USING THE SERVICES, YOU EXPRESSLY AUTHORIZE US TO USE YOUR INFORMATION FOR THIS PURPOSE.**

Further, you authorize us to investigate your credit history at any time and to share credit information about you with credit reporting agencies and other Verizon companies. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you. It's illegal for unauthorized people to intercept your calls, but such interceptions can occur. For training or quality assurance, we may also monitor or record our calls with you.

#### **Special Discounts**

You may be eligible for a discount on your monthly access fee based on your affiliation with an organization that has an agreement with us, or if you qualify under a government employee discount program. To validate

that you meet the eligibility requirements for such a discount, we may require you to provide proof of your affiliation with your organization upon activation of service or when you make changes to your account or (other than for a government employee discount program) we may share certain information relating to your service (including your name, your wireless telephone number and total monthly charge) with your organization to verify your affiliation. We may adjust your discount in accordance with your organization's agreement with us and remove your discount after your minimum term expires or if you end or change your affiliation with the organization. You agree that any change or removal of your discount, based on your affiliation with the organization or your organization's agreement with us, shall not be considered to have a material adverse effect on you.

#### **Disclaimer of Warranties**

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

#### **Waivers and Limitations of Liability**

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

#### **Dispute Resolution and Mandatory Arbitration**

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

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR WIRELESS SERVICE WITH US OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE OR LOCAL GOVERNMENT AGENCIES AND THEY CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF.

(2) 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 LARGE/ COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF THREE NEW ARBITRATORS. FOR CLAIMS OF \$10,000 OR LESS, THE COMPLAINING PARTY CAN CHOOSE EITHER THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR THE BBB'S RULES FOR BINDING ARBITRATION. YOU CAN OBTAIN PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)), THE BBB ([WWW.BBB.ORG](http://WWW.BBB.ORG)) OR FROM US. EACH OF US MAY BE REQUIRED TO EXCHANGE RELEVANT

EVIDENCE IN ADVANCE. FOR CLAIMS OF \$10,000 OR LESS, WE AGREE THAT YOU MAY CHOOSE WHETHER THE ARBITRATION WILL BE CONDUCTED SOLELY ON THE BASIS OF DOCUMENTS SUBMITTED TO THE ARBITRATOR, BY TELEPHONIC HEARING, OR BY AN IN-PERSON HEARING.

**(3) THIS AGREEMENT DOESN'T PERMIT CLASS ARBITRATIONS EVEN IF THOSE PROCEDURES OR RULES WOULD. THE ARBITRATOR MAY AWARD MONETARY 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.** IN EXCHANGE FOR YOUR AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS, WE'RE PROVIDING YOU A FREE INTERNAL MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOESN'T DECIDE THEIR ISSUES. IN OUR MEDIATION PROGRAM, WE'LL ASSIGN SOMEONE (WHO MAY BE FROM OUR COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. CONTACT US AT [VERIZONWIRELESS.COM](http://VERIZONWIRELESS.COM) OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE. TO INITIATE MEDIATION UNDER THIS AGREEMENT, YOU MUST COMPLETE THE MEDIATION REQUEST FORM AVAILABLE AT [VERIZONWIRELESS.COM](http://VERIZONWIRELESS.COM) OR FROM CUSTOMER SERVICE AND MAIL IT TO US AT THE ADDRESS PROVIDED ON THE FORM. TO INITIATE ARBITRATION UNDER THIS AGREEMENT, CONTACT THE AAA OR BBB, WHICH WILL PROVIDE THE NECESSARY FORMS FOR YOU TO SUBMIT.

**(4) IF YOU REQUEST MEDIATION UNDER OUR PROGRAM, PARTICIPATE IN AT LEAST ONE TELEPHONIC MEDIATION SESSION, AND THE MEDIATION DOESN'T RESOLVE THE DISPUTE BETWEEN US, WE'LL PAY ANY FILING FEE LATER CHARGED YOU BY THE AAA OR BBB FOR ONE ARBITRATION OF THOSE DISPUTES. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY FURTHER ADMINISTRATIVE AND ARBITRATOR FEES LATER CHARGED FOR IT AND (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS AGREEMENT) ANY APPEAL TO A NEW THREE ARBITRATOR PANEL. IF, HOWEVER, THE ARBITRATOR FINDS THAT YOUR CLAIM WAS FRIVOLOUS OR BROUGHT FOR IMPROPER PURPOSES (AS MEASURED BY THE STANDARDS SET FORTH IN RULE 11 OF THE FEDERAL RULES OF CIVIL PROCEDURE) THEN THE PAYMENT OF ALL FEES AND EXPENSES SHALL BE GOVERNED BY AAA OR BBB RULES, AND WE MAY SEEK TO RECOVER FROM YOU ANY FEES AND EXPENSES THAT WE HAVE PAID AND FOR WHICH YOU WOULD HAVE OTHERWISE BEEN RESPONSIBLE FOR UNDER THOSE RULES.**

**(5) WE MAY MAKE YOU A WRITTEN OFFER OF SETTLEMENT ANYTIME BEFORE ARBITRATION BEGINS. IF YOU DO NOT ACCEPT THE OFFER, OR IF WE DO NOT MAKE YOU AN OFFER, AND THE ARBITRATOR ISSUES AN AWARD IN YOUR FAVOR FOR AN AMOUNT THAT IS GREATER THAN THE AMOUNT OF OUR OFFER BUT LESS THAN \$5000, THEN WE AGREE TO PAY YOU \$5000 INSTEAD OF THE AMOUNT OF THE ARBITRATOR'S AWARD. IN ADDITION, IN SUCH CASE WE AGREE TO PAY YOUR ATTORNEYS' FEES AND EXPENSES (IF ANY) REGARDLESS OF WHETHER YOU WOULD BE ENTITLED TO PAYMENT OF ATTORNEYS FEES UNDER THE AWARD OF THE LAW PURSUANT TO WHICH YOU HAVE BROUGHT THE CASE. IF THE ARBITRATOR'S AWARD IS GREATER THAN \$5000, THEN WE WILL PAY YOU THE ARBITRATOR'S AWARD.**

**(6) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.**

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

#### **About You**

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

#### **About This Agreement**

∞ A waiver of any part of this agreement in one instance isn't a waiver of any part or any other instance. You can't assign this agreement or any of your rights or duties under it. We may assign all or part of this agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed. NOTICES ARE CONSIDERED DELIVERED WHEN WE SEND THEM BY EMAIL OR FAX TO ANY EMAIL OR FAX NUMBER YOU'VE PROVIDED TO US, OR 3 DAYS AFTER MAILING TO THE MOST

CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, IF BY US, OR TO THE CUSTOMER SERVICE ADDRESS ON YOUR MOST RECENT BILL, IF BY YOU. If any part of this agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this agreement. This agreement and the documents to which it refers form the entire agreement between us on their subjects. You can't rely on any other documents or statements on those subjects by any sales or service representatives, and you have no other rights with respect to service or this agreement, except as specifically provided by law. This agreement isn't for the benefit of any third party except our parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except to the extent we've agreed otherwise in the provisions on late fees, collection costs and arbitration, or as required by Federal law, this agreement and disputes covered by it are governed by the laws of the state encompassing the area code assigned to your wireless phone number when you accepted this agreement, without regard to the conflicts of laws rules of that state.

Last Updated: 9/08/08



## **South Dakota ETC Addendum to Verizon Wireless Customer Agreement**

Customer Service Agreements entered into between Verizon Wireless and South Dakota residents in this market only are, notwithstanding the terms set forth in the Service Agreement, modified by the following provisions:

1. You may qualify for financial assistance under the federal Lifeline and Link Up programs. To see if you qualify or to apply for Lifeline/Link Up, fill out the South Dakota Lifeline/Link Up Assistance Application Form (available at [www.verizonwireless.com/lifeline](http://www.verizonwireless.com/lifeline)) or contact us at 1-800-924-0585.
2. If you reside within Verizon Wireless' ETC Designated Areas in South Dakota, you have the option to bring certain disputes or claims arising under this Customer Service Agreement to the South Dakota Public Utilities Commission and have it decided by the Commission. Otherwise, the binding arbitration election provisions set forth within this Customer Service Agreement will govern the parties' rights to have the dispute resolved by arbitration. You may contact the Public Utilities Commission of the State of South Dakota at 500 East Capitol Avenue, Pierre, South Dakota 57501-5070; phone: 605-773-3201 or 1-800-332-1782; fax: (605) 773-3809; email: [PUCconsumerinfo@state.sd.us](mailto:PUCconsumerinfo@state.sd.us).