**VERIZON WIRELESS Customer Agreement**

**http://www.verizonwireless.com/b2c/globalText?textName=CUSTOMER\_AGREEMENT&jspName=footer/customerAgreement.jsp**

**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), THE BBB (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** 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** 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.**