

RETAIL INSTALLMENT CONTRACT
RETAIL INSTALLMENT SALE AGREEMENT/RETAIL INSTALLMENT
OBLIGATION/SECURITY AGREEMENT
SUBJECT TO STATE REGULATION

SELLER (CREDITOR): Verizon Wireless Services, LLC ("Verizon Wireless")
One Verizon Way, Basking Ridge, NJ 07920 (908) 559-7000

INSTALLMENT SALE AGREEMENT #

BUYER'S NAME

, the Verizon Wireless Account Owner, or if not the Buyer
signing below his/her authorized Account Manager
delegate(s):

BUYER'S PHONE NUMBER

BUYER/ACCOUNT OWNER'S ADDRESS

DESCRIPTION OF GOODS

("Device")

TRANSACTION DATE

YOU, meaning the Buyer named above, agree to pay US, the Seller/Creditor named above, the Total Sale Price of the goods identified above according to the terms of this Retail Installment Sale Agreement/Retail Installment Obligation/Security Agreement (the "Device Payment Agreement").

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of Your credit at a yearly rate	The dollar amount the credit will cost You	The amount of credit provided to You; or on Your behalf	The amount You will have paid after You have made all payments as scheduled	The total cost of Your purchase on credit including Your down payment of \$0.00
0%	\$0.00	\$	\$	\$

Your payment schedule will be:

Number of Payments: 6/24/36/48

Amount of Payments: Payment 1:\$; Payments 2-[6/24/36/48]:\$

When Payments are Due: monthly starting on [date]

SECURITY. You are granting to Seller/Creditor a security interest in the Device.

LATE CHARGE. Payments received 15 or more days after Your due date may incur a late payment fee of up to 5% or \$5, whichever is less.

ADDITIONAL INFORMATION. Please see Your Device Payment Agreement terms for any additional information about nonpayment, default, any required payment in full before scheduled payments dates, and prepayment terms.

ITEMIZATION OF AMOUNT FINANCED	\$
(A) CASH PRICE (excluding tax)	\$
(B) DOWN PAYMENT (if applicable)	\$
(C) FINANCE CHARGE	\$
(D) TAXES	\$0.00
(E) AMOUNT FINANCED	\$

* Not included in Amount Financed

DEVICE PAYMENT AGREEMENT TERMS

1. **Device Payment Agreement.** THIS DEVICE PAYMENT AGREEMENT REQUIRES THAT YOU MAINTAIN SERVICE WITH VERIZON WIRELESS UNDER YOUR CUSTOMER AGREEMENT. ALTHOUGH YOUR CUSTOMER AGREEMENT IS A SEPARATE DOCUMENT, EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE WAIVERS AND LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, AND OTHER PROVISIONS OF YOUR CUSTOMER AGREEMENT ARE INCORPORATED BY THIS REFERENCE IN THIS AGREEMENT, AND SHALL SURVIVE TERMINATION OF YOUR CUSTOMER AGREEMENT. ADDITIONALLY, ANY DISPUTES UNDER THIS DEVICE PAYMENT AGREEMENT SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS IN YOUR CUSTOMER AGREEMENT UNDER THE HEADING: "HOW DO I RESOLVE DISPUTES WITH VERIZON WIRELESS", WHICH TERMS ARE INCORPORATED BY REFERENCE. SPECIFICALLY, YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE ALL DISPUTES UNDER THIS DEVICE PAYMENT AGREEMENT ONLY BY ARBITRATION OR SMALL CLAIMS COURT AND YOU WAIVE ANY RIGHT TO A JUDGE OR JURY IN ANY ARBITRATION.
2. **PAYMENTS.** Payment is due as stated on Your bill. IF WE DO NOT RECEIVE PAYMENT WITHIN 15 DAYS OF THE DUE DATE, WE MAY CHARGE YOU A LATE PAYMENT FEE OF UP TO 5% OF THE UNPAID BALANCE OF YOUR BILL OR \$5, WHICHEVER IS LESS, except where prohibited by law. Your specific payment schedule is provided on page 1. Returned checks will be subject to a fee of up to \$25, except where prohibited by law. Payments You make will be applied first to balances due under Your Customer Agreement and then to balances due under this Device Payment Agreement. If You have more than one device financing agreement with Verizon Wireless on Your account, payments will be applied to the oldest one first, and then to more recent ones in order of age; if two device financing agreements with Verizon Wireless are entered into on the same day, the one added to Our system first will be deemed older. Your payment schedule is determined by the date that You accept these terms and conditions, which allows Us to apply charges to Your bill. If You order a Device that is not available for shipment at the time of order, We will provide You with a payment schedule based on Our best estimate of when Your Device will be shipped. Your first payment will not be due until the Device is shipped. For any Device not available for shipment at the time of order, You agree that We may update the estimated payment schedule when Your Device is shipped, and We will provide the new payment schedule to You in writing. Additionally, if a delay in accepting this Device Payment Agreement or activating Your Device results in any charges becoming due on a date(s) later than the payment schedule, We will provide You with an updated payment schedule on Your bill. If You do not activate Your Device within 45 days of receipt, it shall be considered an event of Default subject to Section 6 of this Device Payment Agreement. If Your Device qualifies for an early upgrade offer, visit verizonwireless.com/upgradeterms for further details, terms and conditions.
3. **PREPAYMENT:** You may pay the total amount due under this Device Payment Agreement at any time before the final scheduled payment is due, and You will not have to pay a penalty. If You pay more than the monthly payment due any excess amount You pay will be credited to Your account, and applied to any future charges pursuant to Section 2 above.
4. **SECURITY INTEREST.** You are granting to Us a purchase money security interest ("PMSI") in the Device and any or all cash or non-cash proceeds of the Device (including, as applicable, any substitutions or replacements), to secure Your payment and performance of Your obligations under this Device Payment Agreement (collectively, the "**Secured Obligations**"). The PMSI You are granting to Verizon Wireless is subject to the Uniform Commercial Code in effect in the state of Your billing address indicated on this Device Payment Agreement at the time it is signed.
5. **RISK OF LOSS: INSURANCE.** You bear the entire risk of loss, theft or damage to the Device from any cause during the term of this Device Payment Agreement. Even if the Device is lost, stolen or damaged, You remain obligated for the total Amount Financed. We recommend that You obtain property insurance on the Device. You may obtain property insurance from others for the Device purchased under this Device Payment Agreement.

6. **DEFAULT AND REMEDIES.** You are in default under this Device Payment Agreement if You fail to make any required payment when due or within fifteen (15) days of the due date; You terminate Your Customer Agreement; We terminate Your Customer Agreement for good cause; You breach any covenant, representation or warranty hereunder, or default in the performance of any other obligation which is not cured within ten (10) days after written notice to You; or We terminate Your Service for breach (each a **"Default"**). To the extent permitted by applicable law, upon a Default We have the right to require You to pay immediately the entire remaining balance in full under this Device Payment Agreement, and to pay Us actual and reasonable costs of collection. In addition, to the extent permitted by applicable law, upon a Default We may (a) take possession of the Device, (b) sell, lease or otherwise dispose of the Device, and/or (c) exercise all other remedies available to a secured party under the Uniform Commercial Code in effect in the state of Your billing address indicated on this Device Payment Agreement at the time it is signed or other applicable law. We will give You notice of Our intent to exercise Our rights as required by applicable law.
7. **ASSIGNMENT.** We may, without Your consent, and without giving You notice, assign or transfer this Device Payment Agreement or any payment or any other sums due or to become due hereunder. In such event our assignee will have, to the extent transferred or assigned to it, all Our rights, powers, privileges and remedies under this Device Payment Agreement. You agree You will not assign this Device Payment Agreement or any interest in it and will not sell or transfer, or offer to sell or transfer, or enter, or offer to enter, into any lease with respect to the Device covered by this Device Payment Agreement without Our prior written consent.
8. **MILITARY LENDING ACT DISCLOSURE.** If You are a member of the active military, or a spouse or dependent of the active military, the following apply (the federal government requires Us to provide this notice to You even though we do not assess any of the fees referenced below): Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please refer to the Truth In Lending Act disclosures in this Device Payment Agreement for information regarding Your monthly payments. To hear this statement of rights under the Military Lending Act, please call 800-922-0204 and mention Military Lending Act.
9. **ELECTRONIC ACCESS TO DEVICE PAYMENT AGREEMENT/OTHER COMMUNICATIONS.** By signing below, You acknowledge that You have access to Verizon Wireless' Website at www.verizonwireless.com, where a copy of this Device Payment Agreement and related privacy and other communications will be provided to You. You also consent to receive account-related communications in an electronic format, such as by email. If You want a paper copy of this Device Payment Agreement, You may ask Your sales representative to email or print a copy for You.
10. **BUYER'S RIGHT TO CANCEL** If You do not want the Device purchased under this Device Payment Agreement, You may cancel this Device Payment Agreement by contacting Verizon Wireless by phone, online, or in person within 14 days of Your acceptance. You must return Your Device pursuant to Verizon Wireless' Return Policy available at www.verizonwireless.com to obtain a refund. If You do not return Your Device within the return period, You will be charged for the Amount Financed for Your Device.

NOTICE TO BUYER/STATE SPECIFIC PROVISIONS:

1. Do not sign this Device Payment Agreement before You read it or if it contains any blank spaces for information that is available at the time You sign this Device Payment Agreement.
2. You are entitled to a completely filled-in copy of this Device Payment Agreement at the time You sign it. Keep it to protect Your legal rights.
3. Under the law, You have the right to pay off in advance the full amount due at any time, and in doing so You may receive a partial rebate of any finance charges. If You desire to prepay the full amount due, the amount due will be furnished upon request.
4. By signing this Device Payment Agreement, You are granting to Verizon Wireless a purchase money security interest in the Device and any or all cash or non-cash proceeds of the Device, which will continue until Verizon Wireless has received payment in full of the Secured Obligations.
5. You have the right to redeem the property (Device) if repossessed for a Default and, to require, under certain conditions, a resale of the property (Device), if repossessed.
6. We have no right to unlawfully enter Your premises or commit any breach of the peace to repossess goods (Device) purchased under this Device Payment Agreement.
7. If You are in Default under this Device Payment Agreement, We may take possession of the Device and may sell, lease, or otherwise dispose of the Device to satisfy any unpaid Secured Obligations.
8. This Device Payment Agreement is covered by state and federal laws, and You have the rights of a buyer under such laws.
9. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED UNDER THIS DEVICE PAYMENT AGREEMENT OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
10. This is a Retail Installment Sale Agreement/Security Agreement and not a lease. We have a limited return policy. Please ask for details.
11. DISTRICT OF COLUMBIA: Seller certifies that the information contained in this Agreement complies with the District of Columbia Municipal Regulations, Title 16, Chapter 1.
12. SOUTH DAKOTA: The South Dakota Department of Labor and Regulation will accept questions or complaints from South Dakota residents regarding this Agreement. You can contact the office at: South Dakota Department of Labor and Regulation, Division of Banking 1601 N. Harrison Avenue, Suite 1 Pierre, SD 57501, Phone 605.773.3421; Fax: 866.326.7504; Email: banking@state.sd.us

I agree to all the terms and conditions of the Retail Installment Sale Agreement/Security Agreement, including my obligation to make the monthly payments described on page 1, my right to cancel within fourteen (14) days, and my grant of a security interest to Verizon Wireless in the device.

(Buyer's Signature)

Date