

One Talk from Verizon Terms & Conditions

One Talk from Verizon, together with its related devices, software and applications ("**Service**" or "**One Talk**" or "**One Talk Standard**"), is a business telephone solution that brings together the functions of desk phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features (see <https://www.verizon.com/support/one-talk-features/> for a listing of features available with the Service). Before you start using the Service, we want you to know some important things.

This Addendum modifies the contract (the "**Agreement**") between you as our Customer ("**You**") and Verizon Wireless ("**VZW**", "**We**" or "**Us**") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

1. Customer Agreement

Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.

2. Term

Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of this Agreement, the following provision governs the use of the Service. When One Talk is activated, service for each line will be on a month-to-month basis, unless You elect an optional one or two-year contract for desk phone hardware only (for which early termination fees may apply). If You choose month-to-month service, You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.

3. How the Service Works

For the Service to work, you must select the lines on your company's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft Windows and/or Apple Mac computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk in Native Dialer or Enhanced Dialer mode. You may only make voice and/or video calls with up to three devices per One Talk phone number at the same time.

4. One Talk Available Options

Auto Receptionist. An automated Receptionist (AR) is a telephony system that transfers incoming calls to various extensions as specified by callers, without the intervention of a human operator. The settings for the line must be configured using the One Talk admin portal. You will be charged a monthly recurring fee for each Auto Receptionist line in your company's profile.

Hunt Group. Hunt Group is a set of connections and rules that route incoming calls to a group of users until someone is available or all users have been tried. If a call is routed through the Hunt Group and every user is busy, the call is then routed to a designated phone number. The settings for the line must be configured using the One Talk admin portal. You are eligible to activate a Hunt Group within your Enterprise Customer Profile Database (ECPD) profile if you have activated at least one One Talk line on a Smartphone, Desk Phone or Mobile App. You

will not be charged a monthly recurring fee for any Hunt Group lines in your company's profile.

One Talk Call Queue. One Talk Call Queue allows callers to be virtually put on hold when all the call queue agents are busy, and once an agent becomes available, the call is released from the queue to the available agent. You must add the Call Queue Agent feature to each recipient line that will receive calls from the call queue. A Call Queue Agent is a designated person employed by your business who will receive the calls routed to them by Call Queue. You will be charged a monthly recurring fee for each Call Queue line and Call Queue Agent in your company's profile. The call queue settings must be configured in the One Talk admin portal.

One Talk Native Dialer and Enhanced Dialers. The One Talk Native Dialer and Enhanced Dialers add various business features to the native dialer on a compatible smartphone (see <https://www.verizon.com/support/compatible-one-talk-devices/> for a current list of supported devices). With One Talk in Native Dialer or Enhanced Dialer mode, your One Talk phone number will be the same as your VZW phone number. You can obtain access to One Talk features by dialing numeric codes. Other devices that you select will share the same One Talk phone number.

One Talk Desk Phones. Each One Talk Desk Phone is a device that must be approved by and purchased from Verizon. At your location, you will need separate AC power and connectivity (e.g., through cellular service, broadband service, Ethernet or Wi-Fi).

One Talk Desktop App. The One Talk Desktop App is available for Microsoft Windows computers and Apple Mac computers. Please see the One Talk Supported Device List for minimum software requirements, located here <https://www.verizon.com/support/compatible-one-talk-devices/>. To use the Service, you must add a One Talk phone number to the Desktop App, and you must use the Desktop App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Desktop App.

One Talk Mobile App. The One Talk Mobile App is available for smartphones and tablets via the Google Play™ Store or from the Apple App Store®. Please see the One Talk Supported Device List for minimum software requirements located here <https://www.verizon.com/support/compatible-one-talk-devices/>. To use the Service, you must add a One Talk phone number to the Mobile App, and you must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, your device will have two phone numbers – one for its original native dialer and the other for the One Talk number. Other associated devices will share the same One Talk phone number. Users may install the One Talk Mobile App on any compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be VZW subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers.

Premium Visual Voicemail. Premium Visual Voicemail is direct-access voicemail with a visual interface. Such an interface presents a list of messages for playback, as opposed to the sequential listening required using traditional voicemail, and includes a transcript of each message.

5. Charges

For each One Talk line activated in any of the available One Talk Service, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and either your wireless carrier or your broadband provider will bill data, voice, and messaging charges based on your existing service plan.

The One Talk monthly recurring fee charged to a customer is based on volume tiered pricing and only applies to paid One Talk lines of service:

- Smartphone with One Talk service
- One Talk Desk Phone (primary device)
- One Talk App (primary device) (mobile/desktop client)
- One Talk Auto Receptionist
- One Talk Call Queue

Volume tiered pricing is based on 4 volume tiers:

- 1 - 9 paid One Talk lines
- 10 - 24 paid One Talk lines
- 25 - 99 paid One Talk lines
- 100+ paid One Talk lines

Active lines at the end of each bill cycle for all accounts under the customer's business profile with Verizon will aggregate together to determine the volume pricing tier.

Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each One Talk phone number during the applicable billing cycle.

One Talk Native Dialer and Enhanced Dialer. If you are using a device on the VZW network and the device supports video calling, the voice portion of the video call will be billed as minutes of use and the video portion will be billed as data under your existing mobile service plan. If you are using a device on Wi-Fi and the device supports video calling, the voice and data portions of the video call will only be billed as data under your broadband plan. Voice calls will be billed as minutes of use only. Adding One Talk Native Dialer and Enhanced Dialer can be done in two ways:

- Add One Talk to your existing corporate liable Verizon Wireless smartphone plan, in which case your One Talk number will be the same as your current number on that plan.
- Add the One Talk eSIM Unlimited Voice and Text plan for Native and Enhanced Dialer to your dual SIM capable smartphone that is compatible with the Verizon network. This provides a secondary line of service with its own One Talk number. The One Talk eSIM plan includes unlimited talk and text in the United States, Mexico and Canada. If more than 50% of your total talk and text in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. This plan does not include data. If you intend to use data on this smartphone line, you must have a data plan on your first line of service. Month-to-month agreement required. Verizon feature functionality may be limited if the smartphone was not purchased from Verizon. For more information about dual sim capable smartphones, visit <https://www.verizon.com/support/dual-sim-with-esim-faqs/>.

One Talk Mobile App. Your use of the Service (including your download of the One Talk Mobile App) will be billed as data under either the mobile service plan for the applicable device or by your Wi-Fi broadband provider.

One Talk Desktop App. Voice and video calls to and from the One Talk Desktop App will consume data on your existing broadband connection.

Desk Phones. Voice and video calls to and from One Talk Desk Phones may consume data from your existing connectivity provider. Any charges related to such use will depend on the costs associated with your connection (whether broadband, cellular, or otherwise). Customers who elect a one or two-year commitment must pay an Early Termination Fee (ETF) when disconnecting service prior to the end of the service term. The amount due is based on the length of time left on the service contract. The ETF is calculated based on the contract effective date and disconnect date.

Virtual Devices. For virtual devices including Auto Receptionist, Hunt Group and Call Queue, there are no data charges associated with the use of these lines.

Integrated Messaging Text Message Feature. The Integrated Messaging feature enables the messaging service for the One Talk mobile application. This allows the user to send and receive messages within the One

Talk app, and allows those messages to be synchronized across up to five (5) One Talk apps that share the same One Talk number

- **HIPAA.** Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information, go to <https://web.vma.vzw.com/BusinessProduct>. To learn more about HIPAA, go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.

6. Emergency 911 Calls

Emergency calls to 911 can be placed without dialing a prefix. 911 calls are routed to the local emergency response center based on the 911 address information associated with the user. If it can't be routed directly to the local emergency response center, the 911 call will be routed to the national emergency response center. 911 address information for a user is assigned in the following ways:

- **Desk Phones:** The company's admin that is responsible for the One Talk service can edit/modify the 911 address associated with the user's desk phone within the One Talk portal. Within the One Talk portal, a valid street address, city, state, and zip code can be entered along with additional address information, i.e. suite, apartment, room numbers.
- **Smartphone Mobile Client:** The One Talk mobile client requires the user to place the 911 call through the user's smartphone device vs. using the mobile client. If the user tries to place the 911 call via the One Talk client, it will redirect the call via to the smartphone native phone application
- **Tablet Mobile Client:** The One Talk mobile client requires the user to enter a valid 911 address when setting up the mobile client. The user is prompted to confirm the 911 address when a change in location has been detected.
- **PC/MAC Desktop Client:** The One Talk desktop client requires the user to enter a valid 911 address when setting up the desktop client. The user is prompted to confirm the 911 address when a change in the location has been detected.
- **Native Dialer Smartphone:** 911 calls when using a native dialer smartphone use the e911 service within the wireless network. [E911 compliance FAQs](#)

You can make a 911 call over a Wi-Fi or Ethernet connection when using the service; however, calls over a Wi-Fi or Ethernet connection will not work if there is a failure of your connection, electrical power, or the 911 system does not recognize your address. If you have a power or connectivity loss, an alternate method for contacting 911 may be needed. Before any One Talk Desk Phone can be activated or the Service can be activated on any device, you must enter the U.S. address where you want emergency services to be sent if you call 911. It is not necessary to use the same address for all devices. It is very important that you update your 911 address whenever you change your location for any of these devices, because this is the location that will be given to emergency services when you dial 911. You can go to your Mobile App Settings and or One Talk Desktop App settings and change your 911 address at any time, or change the 911 address for a One Talk Desk Phone on the web portal.

7. Privacy

We may use information about your use of the Service in accordance with the [Verizon Privacy Policy](#).

8. Confidentiality

You agree that any information (e.g., IP sourcing data) that is shared with you in configuring One Talk will remain our Confidential Information.

9. Third Party Products

A. General. If Customer uses any third party products or applications with One Talk, you authorize us to share information with third parties that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

B. Google Services. When you provide Google Account credentials to sign into Google services or applications, Verizon will not use any Third Party Account Information in any way except to present it to the user. VZW will retain the minimal amount of information necessary in log files for 30 days to troubleshoot any reported issues with the application. Verizon will not have access to any email content, use or transfer of any Third Party Account Information received from Google accounts will adhere to the Google API Services User Data Policy, including Limited Use Requirements.

C. Disclaimer. With respect to all third party products and applications, you agree that: (1) We disclaim all warranties, express or implied, (2) We are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for your use of such products and applications.

10. Service Limitations

The Service is not compatible with certain devices, including fax machines, credit card machines or certain security systems. Your VZW representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

11. Important Service Disclosures

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE TO USE THE SERVICE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICE IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON US, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

12. Software

In connection with the Service, we will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). We may update the Software from time to time and your failure to install any update may affect your Service and/or use of the Software. You may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

We grant you a limited, non-exclusive, non-transferable license to use the Service and the Software solely as

authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by us and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, which are available for download at www.verizon.com/opensource.

You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

13. Disclaimer of Warranty

THE SERVICE, THIRD PARTY PRODUCTS AND SOFTWARE ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER US, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "**VERIZON PARTIES**"), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP OR THIRD PARTY PRODUCTS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

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