# Business





Thank you for choosing Liberty Business as your cable television, Internet, and/or telephone service provider. This Commercial Service Agreement ("Agreement") sets forth the terms and conditions that apply to all Services provided by Liberty Communications of Puerto Rico LLC, formerly known as Liberty Cablevision of Puerto Rico, LLC (the "Company") to you ("you", "your business", or "Customer"). Services include cable television, Internet, telephone, telecommunications, cloud storage, and any other service (together, the "Services," and individually, a "Service") we may provide to you.

It is our policy to present you with a Work Order and/or Service Order either in electronic or print form when you initiate service or when we visit your business to install Services or address service problems. By signing your Work Order and/or Service Order or using our Service(s), you accept and agree to be legally bound by the terms and conditions set forth in this Agreement. Any Customer who does not agree to be bound by these terms should immediately stop use of the Service(s) and notify our Customer Service Department to terminate the account, subject to any applicable termination fees.

This Agreement contains a binding arbitration provision in Section 13, which provides that you and the Company agree to resolve certain disputes through arbitration and affects your rights under this Agreement with respect to all Services. Subject to certain restrictions, you have the right to opt out of the arbitration provision.

The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services. Additional terms and conditions apply to Liberty's provision of Voice, Internet and Video, and should be reviewed below in the "ADDITIONAL TERMS APPLICABLE TO VOICE SERVICE" section, "ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICE" section, or the "ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICE", as applicable.

#### **GENERAL TERMS AND CONDITIONS FOR ALL SERVICES**

#### 1. Service Location, Access, and Installation.

a. Access. You grant Liberty and its agents the right to enter the property at which the Service(s) and/or Company Equipment, as defined below, will be provided (the "Service Location") during reasonable hours to install, maintain, configure or otherwise perform work related to the Service(s). You warrant that you are the owner of the Service Location or that you have authority to allow Liberty to enter the Service Location. You further grant Company all necessary easements to provide Service(s) to you and others in the same cable system. If you are not the owner of the Service Location, you agree to obtain permission from the owner of the property and provide to Liberty, if requested, proof of such permission. Liberty reserves the right to perform underground installations from the foundation to the building through the shortest and most reasonable route. If Customer is not the owner of the property may make as a result of the Service(s) provided under this Agreement.

**b.** Installation Review; Interference. Company may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Company with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Company determines that safe installation and/or activation of one or more of the Services will have negative consequences to Company's personnel or network or cause technical difficulties to Company or its customers, Company may terminate the Work Order and/or Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services. If at any time (i) proper operation of Company Equipment or provision of a Service is subject to interference or obstruction, or its cause, may endanger, hinder, harm or injure Company's personnel or network and/or cause technical difficulties to Company or its customers, Company provision of a Service is customers, Company may terminate the affected Work Order(s), Service Order, and/or this Agreement without liability upon written notice to Customer.

**c. Site Preparation.** Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Company Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Company.

**d. Installation.** Company will schedule one or more installation visits with Customer. Customer or a Customer authorized representative must be present during installation. If during the course of installation, Company determines additional work is necessary to enable Company to deliver the Services to the Service Location, Company will notify Customer of any additional charges. If Customer does not agree to pay such charges by executing a revised Work Order and/or Service Order within five (5) business days of receiving the same, Customer and Company shall each have the right to terminate the applicable Service Order, Work Order and/or this Agreement. Customer shall connect Customer's computer or network to applicable Company-provided Equipment to enable access to the Services. Company shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

e. Limitation on Company Liability for Installation. Company shall not be liable for any work Company performs as part of any installation, including without limitation any assistance Company's representatives may provide to Customer in fulfilling Customer's

obligations for site preparation under this section. Customer expressly waives any claims it may have against Company for Company's work related to site preparation or the installation, relocation, or other handling of Company Equipment or Customer Equipment.

#### 2. Company Equipment, Software and Marks.

a. You acknowledge that, except for wiring installed inside the Service Location or equipment purchased by you from the Company, any converter box, remote control, cable modem, equipment and facilities we install, or provide for you to self-install, along with any equipment we lease to you (collectively, "Company Equipment"), is for your use only for purposes of using the Services, and remains Liberty's property.

**b.** You are responsible for safeguarding, protecting, and preventing the Company Equipment from being altered, damaged, lost, destroyed, or stolen. You agree to take reasonable security measures and procedures with respect to the use of and access to the Service and/or Company Equipment. You agree to return the Company Equipment to us when so required or upon termination of Service(s). You agree that you shall not allow the Company Equipment to be serviced, opened, or altered by anyone other than our employees or agents. You may not permit any attachments to, alteration of, or tampering with the Company Equipment.

c. You are responsible for having a surge protector, ensuring an adequate ground connection, and connecting Company Equipment to such a surge protector. If Customer does not return any Company Equipment or it is destroyed or unusable, you agree to pay the current replacement cost of the Company Equipment. Liberty suggests that Company Equipment in your possession be covered by property insurance. Liberty shall have no obligation with regards to the use and operation of security cameras and/or closed circuit systems, Customer Equipment, as defined below, or any other equipment not provided by Liberty connected to Company Equipment.

d. The Services and Company Equipment, including any firmware or software that may be embedded in the Company Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions.

e. Unauthorized use of Company Equipment or Service(s) may constitute a violation of federal and state law. You will be liable for all unauthorized use of the Service(s) and for any and all stolen Company Equipment and/or Services. You agree to notify us immediately, in writing or by calling our Customer Service Department during normal business hours, if you become aware at any time that Company Equipment has been stolen or that Services are being stolen or used without authorization. If you fail to notify us in a timely manner, your Service(s) may be terminated without notice, with additional charges to you.

f. Any unauthorized connection to, or tampering with, any Company Equipment, or any theft of Services, shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, at Company's discretion. In the event of any unauthorized connection to, or tampering with, Company Equipment, or any theft of Services, Company shall be entitled to recover damages from you, including the value of any Services and/or Company Equipment obtained in violation of this Agreement. You agree to pay Company's costs incurred in collecting any damages under this Agreement, including Company's attorney fees.

g. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Service Location which interferes with the Services, Company shall not be obligated to distribute a signal to the Service Location better than the highest quality which can be furnished without additional cost to Company as a result of such interference, until such time as the interference is eliminated.

3. Customer Equipment. "Customer Equipment" means any Customer-owned or provided software, hardware or services that you elect to use in connection with the Service(s).

a. Except as otherwise specifically provided in this Agreement, any Work Order(s) and/or Service Order, Customer shall be responsible for the maintenance or repair of any Customer Equipment, and Company shall not be responsible for any maintenance or repair.

b. Customer acknowledges that Customer Equipment poses a security risk to Company's network and Company Equipment, and Customer agrees it shall implement reasonable security measures and procedures with respect to Customer Equipment, including but not limited to maintaining physical security, password protection, and authentication for access to Customer Equipment. Customer is solely responsible for any security devices Customer chooses to connect or install on his/her computer device, in addition to any transmissions to or from Customer or its authorized Users. Customer shall be liable to Company for all damages, costs, and fees resulting from any unauthorized use, sharing, access, eavesdropping or any associated risks of unauthorized use of Customer Equipment, including the value of any Services obtained in violation of this Agreement. You also agree to pay Company's costs incurred in collecting any damages under this Agreement, including Company's attorney fees.

c. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. You should call our Customer Service Center to find out if the Customer Equipment meets our technical, security and other requirements. We reserve the right to disallow the use of Customer Equipment that we determine is not compatible with our network or is altered or tampered in any way. Except as otherwise specifically provided in this Agreement or any Work Order(s) and/or Service Order, we shall have no obligation to provide, maintain, or service Customer Equipment, including, but not limited to, Customer Equipment to which Company or a third party has sent software or downloads. Notwithstanding the foregoing, in the case Company provides any type of assistance related to Customer Equipment, Company will not be liable for any damages or mal functioning.

d. You agree that the following limitation of liability applies: COMPANY DOES NOT WARRANT THAT CUSTOMER EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. COMPANY SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE, INCLUDING LACK OF 911/E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

#### 4. Limitations of service and liability.

a. WE PROVIDE ALL SERVICE(S) ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER LIBERTY, ITS AFFILIATES, EMPLOYEES, AGENTS, NOR CONTRACTORS WARRANT THAT THE COMPANY EQUIPMENT OR SERVICE(S) WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR TRANSMIT UNCORRUPTED COMMUNICATIONS. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

**b.** LIBERTY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSSES, OR INCONVENIENCES THAT CUSTOMER OR USER OF THE SERVICES MAY FACE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (A) YOUR RELIANCE ON OR USE OF COMPANY EQUIPMENT OR THE SERVICE(S) OR (B) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF ANY COMPANY EQUIPMENT, CUSTOMER EQUIPMENT, OR THE SERVICE(S) (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICES(S), COMPANY EQUIPMENT, OR OTHER INFORMATION OR DATA).

c. Customer hereby also acknowledges that in order to provide the Services, Liberty uses state and municipal facilities and easements and/or rights of way, as well as those of telephone and electric power companies, and that the continued use of said facilities cannot be guaranteed by Liberty. Therefore, in the event that the use of these facilities and easements and/or right of way is denied for any reason and Liberty, in the exercise of its discretion, determines that it is unable to provide the Services by way of the use of alternate routes, the Service(s) under this contract shall be interrupted or terminated. You agree that you shall make no claim against Liberty due to such interruption of Services.

5. Credits for interruptions in Services. At times, Liberty may interrupt the Services temporarily to make repairs and/or make modifications to the system that are necessary to guarantee the continuity and/or improve the quality of its services. In the presence of these interruptions, the Company shall be liable solely for making prorated adjustments on the bill pursuant to the applicable laws and regulations. Requests for credit for time without Service may be made by mail, by telephone, through our Webpage or at our Customer Service Centers. After the corresponding analysis of such request and the records in the System, Liberty shall award the applicable credits based on the results of the analysis at a rate of 1/30th of Customer's monthly bill for every day with four (4) hours or more without Service. Customer must present any credit request for interruption of Services to Liberty within a period of thirty (30) days from the beginning of the interruption in Service. Nevertheless, Customer shall have the obligation of notifying Liberty about the interruption for the request to be granted. This credit shall not be awarded if the interruption is due to negligence, nonpayment, or violation of the terms and conditions of the Agreement on the part of Customer.

In no way shall Liberty be liable for crediting an amount above the rate for the Services during a month in which there are damages or losses. In no event shall we be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond our control, such as weather, natural disasters, interruptions in electric power, fiber/cable cuts, civil disturbances, terrorist acts, action or inaction by government authorities or any other cause that is unforeseen or out of the control of Liberty.

6. Use of Services. You agree to use the Services solely as specified in this Agreement and any Service Order and/or Work Order. You will not use the Company Equipment at any time at an address other than the Service Location without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service(s) or system capacity in whole or in part. You will not use or permit another to use the Company Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Company policy applicable to the Service(s). Use of the Company Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Company Equipment and/or Service(s) at the Service Location and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Company policies including, but not limited to, acceptable use and privacy policies available on our website https://business.libertypr.com/. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service(s). Violation of any part of this section of this Agreement is grounds for immediate termination of this Agreement, or immediate suspension of Service, solely in Company's discretion, in addition to any other rights the Company may have.

7. Deposit. Liberty reserves the right to request a deposit from Customer. The deposit amount shall be determined based on Customer's credit history and shall serve as a partial security of any balance owed by Customer. The Company may change the deposit amount to be requested based on the payment and/or consumption history of Customer. Liberty may also require Customer to make a deposit for the use of the converter(s) and for their repair or replacement, and/or any other equipment owned by the Company. See Section 2 of this Agreement regarding your liability for the Company Equipment. The deposit shall generate interests pursuant to current laws. Upon disconnecting the Services, the Company may apply the deposit to the payment of balances owed by Customer, including, without limitation, charges for early termination, damage, loss, alteration, or destruction of Company Equipment, without necessarily providing any prior notice. If not applied for those purposes, Company will manage the deposit according to applicable legislation.

#### 8. Payments for Service(s).

a. You agree to pay all charges associated with the Service(s), including, but not limited to: installation/service call charges; monthly service charges; paper billing charges; measured and per-call charges; charges for the use of Company Equipment; charges for customer requested removal, modification and/or or transfer of Company Equipment; and applicable federal, state, and local taxes, fees and regulatory charges, and other charges as set forth in your invoice. For more information about current rates please call us or refer to our website https://business.libertypr.com/. Not all fees and/or regulatory charges apply to all Service(s).

**b.** Liberty shall provide you the Service(s) based on the type and amount of programming and Service(s) requested. The contractual price may vary depending on the timeframe of the Offer. All charges related to the Service(s) are billed monthly and are paid in advance on or before the day indicated on the bill as the due date, which is twenty (20) days after the Billing Date. Recurring monthly charges are nonrefundable should you request a suspension or reduction of Service(s). Nonrecurring service charges are paid in the next bill.

**c.** Customer may choose between paper and electronic billing. If you select paper billing, we will send the statement to the postal address provided in the Service Order or given to the Customer Service Representative, subject to a \$3.00 monthly charge. If you opt for electronic billing, you must provide a valid e-mail address and enroll in our "E-bill" system through mi.libertypr.com within twenty-five (25) days from the date of installation. We will send you an e-mail with instructions on how to do this. If you do not receive this e-mail within a week from the installation date, please contact Customer Service immediately to validate your e-mail address. Failure to enroll within the twenty-five (25) days will result in an automatic conversion to paper billing, and you will be charged the \$3.00 monthly charge. You may modify the billing method at any time through mi.libertypr.com or by calling Customer Service. Payment can be made in any of the ways described on your bill. If you opt for the automatic debit benefit, you will continue to receive monthly bills showing payments made from your account.

d. If you do not pay within thirty (30) days from the Billing Date, you will be charged an administrative late fee ("Late Fee"). Should the nonpayment continue for twenty (20) additional days, Liberty may disconnect any or all Service(s) subject to applicable law. Any Late Fee, charges, or assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs from late payment or nonpayment, and are not penalties or interest. If you resume Service(s) after any disconnection, we may charge a reconnection fee, installation fee, and/or service activation fee. Nevertheless, you shall remain liable for any unpaid service fees, Late Fees, and for any unreturned Company Equipment. If we use a collection agency or attorney to collect money or equipment you owe us, you agree to pay reasonable costs of collection, attorneys' fees, and arbitration or court costs.

- 9. Changes to Services, Rates, and Other Changes. Company may, at any time and periodically, change our Service(s), Company Equipment, and rates or charges, with or without notice, subject to applicable law. As examples, we may: change programming; increase or change fees and charges for the Services; change the terms, policies, practices and procedures relevant to any Service; make changes affecting equipment or software; or change the features, functionalities, characteristics and specifications of any Service. If we provide you with notice of any change, we may provide it by any reasonable means, including in your bill, e-mail, or any other communication permitted by applicable law. You may terminate your Service(s) immediately if you do not accept any change in Service, subject to any applicable termination fees, but your continued use of the Service(s) thirty (30) days after the change will be deemed your acceptance of that change.
- 10. Term. Except for those provisions which by their nature survive the termination of this Agreement, this Agreement will be in effect from the time that Services are activated until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you have agreed to an annual or two year agreement, you will be subject to Section 11(a) of this Agreement. If you have agreed to a monthly agreement, you will be subject to Section 11(b) of this Agreement. Please refer to your Work Order and/or Service Order for the Term of this Agreement.

a. Annual or two year Agreement: You agree that the term of duration of your Agreement shall be twelve (12) or twenty four (24) months from the installation and activation date (the "Term"), as specified in your Work Order or Service Order. You agree not to cancel the Services rendered under this Agreement prior to the date on which the term expires. The rates included in the Agreement are valid solely with regard to the accepted offer that may combine Services offered by the Company. If you cancel any of the Services agreed to in the Agreement, from the time of cancellation, normal rates shall apply. If you voluntarily cancel all of the Services included in the Agreement or if they are cancelled due to your breach of the Agreement prior to the expiration of the Term, you shall be in violation of the terms established in the Agreement and you will be charged a cancellation fine equivalent to the total balance of remaining monthly payments according to the current term or two hundred dollars (\$200.00), whichever is less, in addition to the debt for the Services rendered until the end of your current billing cycle. Additionally, Customer

understands that at the end of the original term, this Agreement shall renew automatically for additional terms of one (1) month each, with the current rates and discounts on the date of each renewal being applicable and any cancellation shall be effective at the end of the corresponding month. As of the automatic renewal, Customer may request to terminate the Agreement at any time without any penalty and said cancellation shall be effective at the end of the billing cycle in progress at the time of cancelling. Please refer to Section 11for more details on Terminations by Customer.

**b. Monthly Agreement:** You agree that the term of your Agreement shall be one month as of the start date of the billing cycle for your account, which may be the same date as the installation or a few days later. The Agreement shall renew automatically for periods of one month. Customer may cancel the Agreement at any time without any penalty and said cancellation shall be effective at the end of the billing cycle in progress at the time of cancelling. Please refer to Section 11 for more details on Terminations by Customer.

11. DEFAULT; SUSPENSION OF SERVICE; TERMINATION. No express or implied waiver by Company of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Company all amounts due.

a. Default by Customer. Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within thirty (30) days of receipt of written notice (including any notice provided in any bill):

- i. Customer is more than 30 days past due with respect to any payment required hereunder;
- ii. Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.

**b.** Customer Termination for Convenience. Subject to any applicable early termination fees, you may terminate this Agreement by notifying the Company by phone call, letter, or in person at our Customer Service Centers. The amounts for charges related to installation shall not be returned. You are responsible for payment of any amount owed until the effective date of cancellation, including all service fees and related charges, and for the return of all Company Equipment. You must return all Company Equipment on or before the last day of your then current billing cycle in any of our Customer Service Centers in order to prevent an equipment collection charge ("Equipment Collection Charge"). You also have the option of coordinating via telephone with one of our Customer Service Representatives the collection of Company Equipment, subject to the Equipment Collection Charge. Termination will be effective at the end of the current billing cycle, regardless of whether you return or coordinate the collection of the Company Equipment before that date. Liberty may refuse to sign a new agreement with any Customer who has an outstanding debt to Company. Should the owed balance not be paid off, it shall continue to accrue administrative fees. Furthermore, Liberty may inform credit reporting agencies of the late payment and the amounts owed as of date. Lastly, Liberty may use any deposit that Customer may have made to satisfy any outstanding amounts owed.

c. Self-Installation: If you self-install Company Equipment, Service charges begin the earliest of (1) the day on which you picked up Company Equipment at one of our locations, (2) the day you install the Service(s), (3) the day your order for the Service(s) is entered into our billing system if Company Equipment is not required for the Service(s) or a few days after the date we ship the Company Equipment to you.

d. Company's Right to Terminate and Termination Charge. If Customer is in default, Company shall have the right, without prior notice, and in addition to any other rights of Company expressly set forth in this Agreement and any other remedies it may have under applicable law to:

- Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without
  affecting Customer's on-going obligation to pay Company any amounts due under this Agreement as if such suspension
  of Services had not taken place;
- ii. Terminate the Services, this Agreement or the applicable Work Order(s) and/or Service Order.
- 12. Dispute Resolution Procedure and Suspension of Service for Nonpayment. Liberty provides you with the following procedure for settling complaints from its customers pursuant to the Telecommunications Act of 1996 (27 L.P.R.A. §265 et. seq.) and the "Reglamento sobre Manejo de Disputas y Suspensión de Servicios bajo la Jurisdicción de la Junta Reglamentadora de Telecomunicaciones" (Puerto Rico Telecommunications Bureau Regulation Number 8065 of August 31, 2011).

a. Scope of the procedure: This procedure applies to disputes that may arise between Liberty and its customers including billing and service objections and the procedure to follow with regard to the suspension of Service(s) for nonpayment.

#### b. First Stage - Billing or Service Objections:

Service related claims: may be made in writing by submitting your claim to (1) PO Box 192296, San Juan, Puerto Rico 00919 Att. Dispute and Claims Department; (2) by fax 787-355-9804; (3) by sending an e-mail to servicio@libertypr.com; (4) via telephone by calling 1-787-355-3535; or (5) in person, by visiting our Customer Service Centers

ii. Monthly billing objections: you will have twenty (20) days from the Billing Date to present your objection, which may be made in writing by submitting your claim to (1) PO Box 192296, San Juan, Puerto Rico 00919 Att. Dispute and Claims Department; (2) by fax 787-787-355-9804; (3) by sending an e-mail to servicio@libertypr.com; (4) via telephone by calling 1-787-355-3535; or (5) in person, by visiting our Customer Service Centers. YOU WILL HAVE TO MAKE A "PARTIAL PAYMENT" FOR THE AMOUNT THAT IS NOT BEING DISPUTED. THIS PAYMENT MUST BE RECEIVED BY LIBERTY WITHIN THIRTY (30) DAYS OF THE BILLING DATE IN ORDER TO AVOID THE LATE FEE THAT IS APPLIED THIRTY (30) DAYS AFTER THE BILLING DATE AND THE DISCONNECTION THAT IS PERFORMED TWENTY (20) DAYS AFTER THE BILLING DATE ADDITIONALLY, THE COMPANY WILL NOT BEGIN INVESTIGATING THE BILLING OBJECTION, NOR RECOGNIZE THE OBJECTION, UNTIL YOU PAY THE NON CONTESTED CHARGES AND ANY OTHER FUTURE, NON OBJECTED, CHARGES IN WHICH YOU INCUR WHILE THE OBJECTION IS PENDING RESOLUTION. Liberty shall have up to twenty (20) days to settle any dispute regarding charges included in the monthly bill.

**c.** Second Stage – Reconsideration of the Decision: If after having exhausted the Procedure described above, you are not satisfied with the resolution of your claim, you shall have twenty (20) days from the date Liberty's decision is mailed to request a written reconsideration at PO Box 192296 San Juan, PR 00919-2296, Att. Disputes & Claims Department. You must include the following information: 1) name, mailing address and account number of Customer filing the complaint; 2) constructive facts of the claim; 3) reference to legal provisions if known; 4) remedy that is being requested; 5) signature of the petitioner; and 6) business phone number and any other where you can be reached. Within a period of twenty (20) days of having received the reconsideration request, Liberty will notify you of the resolution. If the decision in reconsideration is adverse to the Customer, you must pay the outstanding balance within thirty (30) days from the notification of the decision. If the Customer fails to pay or appeal for review to the Bureau, Liberty may suspend or disconnect the Service(s).

d. Third Phase - Bureau Review: You as a complainant have the right to request the Puerto Rico Telecommunications Bureau to review Liberty's resolution of the claim. All Requests for Review must be presented before the Bureau within the non-extendable term of thirty (30) calendar days from the notification of Liberty's final determination. You may present the complaint by mail to the Bureau to the following address: 500 Roberto H. Todd Ave., 18th Stop, San Juan, PR 00907-3981; present it in person in the Bureau during regular business hours; or present it through electronic means at radicaciones@jrtpr.pr.gov. For more information, you may contact the Bureau by telephone (787)756-0804 and 1-866-578-5500. Contemporarily with the presentation of you request for review at the Bureau, you must certify to the Bureau that you have sent a copy of the Request for Review to the Company. The Bureau shall not attend to complaints that have not first been submitted to Liberty as part of the Dispute Settlement Procedure. (See Telecommunications Act, 27 L.P.R.A. §269j).

e. Absent a final determination by Liberty of a Reconsideration Request (Second Phase), you may file your Request for Review with the Bureau within six (6) months (Third Phase), following the time prescribed for the notification of the Reconsideration Request determination.

#### 13. Binding Arbitration Procedure.

a. PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES RESOLUTION OF DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.

**b.** If you have a Dispute, as defined below, with Liberty that cannot be resolved through informal means and is not within the jurisdiction of the Puerto Rico Telecommunications Review Bureau to hear through the dispute resolution procedure set forth in Section 12 of this Agreement, you or the Company may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Procedure rather than litigate the Dispute in court. Arbitration means that you will have a fair hearing before a neutral arbitrator instead of a court before a judge or jury. Proceedings in arbitration may also result in limited discovery. An arbitration award is subject to limited review by a court. By agreeing to this Arbitration Procedure, you may be waiving constitutional or statutory rights.

**c. Agreement:** This Arbitration Procedure establishes the conditions and the procedures related to a resolution through arbitration of any claim and/or dispute, as defined below that can arise between you and Liberty. This means that if either party chooses arbitration, neither you nor we have the right to litigate and/or present legal action in first instance before any court. As part of the requirements established here, your capacity to participate in a class action is limited.

**d. Right to Opt Out:** YOU MAY OPT OUT OF THIS ARBITRATION PROVISION (EXCEPT FOR THE SUB-SECTION TITLED CLASS ACTION WAIVER AND OTHER RESTRICTIONS) BY NOTIFYING LIBERTY OF YOUR INTENT WITHIN THIRTY (30) DAYS OF THE DATE YOU FIRST RECEIVE THIS AGREEMENT. YOU MAY OPT OUT THROUGH EITHER OF THE FOLLOWING OPTIONS (PLEASE INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER AND THE E-MAIL ADDRESS YOU USED TO REGISTER FOR YOUR LIBERTY ACCOUNT): (1) SENDING A LETTER STATING YOUR INTENT TO REJECT THIS DISPUTE RESOLUTION PROVISION TO LIBERTY AT LIBERTY COMMUNICATIONS OF PUERTO RICO LLC, LEGAL DEPARTMENT, P.O. BOX 192296, SAN JUAN, PR 00919-2296; OR (2) SENDING AN E-MAIL WITH YOUR INTENT TO REJECT THIS DISPUTE RESOLUTION PROVISION TO ARBITRATIONOPTOUT@LIBERTYPR. COM. OPTING OUT WILL NOT AFFECT ANY OF THE OTHER TERMS OF THIS AGREEMENT WITH LIBERTY AND YOU MAY REMAIN A LIBERTY CUSTOMER. IF YOU HAVE PREVIOUSLY OPTED OUT OF THIS ARBITRATION PROVISION, YOU WILL NOT BE REQUIRED TO DO SO AGAIN.

e. Class Action Waiver and Other Restrictions: The parties to any arbitration must be individually named. There shall be no right

or authority for any claims to be arbitrated or litigated on a class action or consolidated or a purported representative capacity. The arbiter will only have the authority to resolve Disputes between you and the Company.

f. Applicable Law: This Arbitration Procedure will be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, as may be amended ("FAA"), and the corresponding and applicable regulation. This Arbitration Procedure will survive the cancelation of the Contract.

**g. Definitions:** As used in this procedure, the term "Dispute" means any dispute, claim or controversy – of any kind or nature, between you and Liberty that arises from or in relation with the Service(s) or the Liberty Commercial Service Agreement, be it based on a contract, statute, regulation, ordinance, and damages (including but not limited to fraud, false representation, fraudulent induction, negligence or any other intentional damage) or any other legal theory or in equity, including the validity, applicability or range of this Agreement and that of the class action waiver. "Dispute" also includes claims and/or disputes by or against a third party related to a provision or presentation of any product, service or benefit related to the Service(s) (including, but not limited to, third parties that use or access the Service, debt collectors and all of their agents, employees, directors and representatives) if and only if, the third party denominates itself as a co-party with you or us (or a claim with or against you or us), in relation to a claim from you or us against the others. As used in this Arbitration Procedure, the terms "you" and "us" include also any parent corporation, or all or most of its subsidiaries, affiliates, license holders, predecessors, successors, ascignees, account buyers, all agents, employees, directors and representatives of any of the aforementioned and any third party that uses or gives any product, service or benefit. The term "Dispute" and/or "Claim" will have the broadest meaning possible that is feasible.

h. Arbitration Procedure: If you or Liberty choose to resolve your Dispute through arbitration, the party that initiates the arbitration will choose the following arbitration organization, which will apply the appropriate customer claim rules to arbitrate the Dispute:

#### American Arbitration Association ("AAA") 335 Madison Ave., Floor 10 New York, NY 10017-4605 1(800)778-7879 www.adr.org

The FAA and not state arbitration laws will govern arbitration procedures for all Disputes. The arbitration proceeding shall be governed by the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes that are in effect when the arbitration is initiated (collectively, "AAA Rules"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. However, applicable federal law or Commonwealth of Puerto Rico law will provide the substantive law governing any Dispute. Any Commonwealth of Puerto Rico arbitration law will not be applicable under this Arbitration clause. If there is a conflict between this Arbitration Procedure and AAA Rules, the rules included in this Agreement will apply. If there is a conflict between this Arbitration Procedure and other terms in the Contract, this Arbitration Procedure will apply.

A single arbiter will resolve the Dispute. The arbiter will honor the privilege claims acknowledged by applicable law and will take reasonable steps to protect the customer's account information and other proprietary or confidential information, including on the party's request the use of protective orders to prohibit disclosure outside arbitration.

The arbiter will make the award in writing but will not be required to provide a statement of the reasons unless you or Liberty request one, in which case the arbiter will provide a brief statement of the reasons for his award. If the arbiter makes an adjudication of over \$5,000.00, any of the parties can appeal the decision before a panel of three arbiters run by the AAA. The three members of this panel will be chosen according AAA Rules. The party that wishes to appeal the first arbiter's decision will have thirty (30) days from the date of entry of the final award to file a written notice of appeal. The AAA will then notify the other party that the initial adjudication has been appealed. The three-arbiter panel will issue its decision within a period of one-hundred and twenty (120) days from the appeal notification date. The three-arbiter panel's decision will be final and binding, except for any appeal rights that exist under the FAA.

i. Arbitration Restrictions: ALL DISPUTES COVERED BY THIS ARBITRATION PROCEDURE MUST BE FILED AND SUBMITTED TO ARBITRATION NO LATER THAN ONE (1) YEAR AFTER THE AGGRIEVED PARTY BECAME AWARE OR SHOULD HAVE BECOME AWARE OF THE ACT OR OMISSION GIVING RISE TO THE DISPUTE. THE FAILURE TO SUBMIT A DISPUTE TO ARBITRATION WITHIN ONE (1) YEAR IS AN ABSOLUTE IMPEDIMENT TO THE INSTITUTION OF ARBITRATION OR ANY OTHER LEGAL PROCEEDING IN ANY FORUM BASED ON THAT DISPUTE. Under this section, a Dispute is deemed to have been submitted to arbitration on the date a formal written arbitration demand is presented at the FAA, and with a copy of the submitted demand to the Company pursuant to the Notice provisions of this Agreement contained in Section 18 of this Agreement.

j. Arbitration Location, Fee Payment and Charges: The arbitration will take place in San Juan, Puerto Rico. Upon receipt of your written arbitration request, Liberty will pay the filing fee for the arbitration, and the arbitrers' costs and expenses. You will be responsible for any additional costs you may incur for the arbitration, including but not limited to attorney or expert fees. If one of the parties chooses to appeal the decision to a three-arbiter panel, the winning party in the appeal will have the right to recover all attorney fees and costs that were incurred in that appeal.

**k. Severability:** If any clause in this Arbitration Procedure is found to be illegal or unenforceable, that clause will be severed from this Arbitration Procedure, and the rest of this will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, this entire Arbitration Procedure will not be enforceable and the Dispute will be decided by a court or the Puerto Rico Telecommunications Bureau. In the case that this entire Arbitration Procedure is found to be excluded from this Arbitration Procedure, YOU AND LIBERTY AGREE TO THE

#### I. Exclusions for Small Claims, Puerto Rico Telecommunications Bureau Claims, and Other Claims:

- i. You and company agree that any claim filed by you or by Company that is not aggregated with the claim of any other subscriber, and whose amount in controversy is properly within the jurisdiction of a court which is limited to adjudicating small claims, will not be subject to arbitration.
- ii. Claims where the amount in dispute is valued at less than the cost of AAA fees, disputes about company's intellectual property, and claims related to theft of their service will not be subject to arbitration.
- iii. All claims that are within the jurisdiction of the Puerto Rico Telecommunications Bureau will not be subject to arbitration, but will be filed with that Bureau through the formal dispute resolution procedure set forth in Section 12 above.
- 14. Authorized Representative. Customer may designate in writing one or more authorized representatives to act on its behalf with respect to the matters described in this Agreement. Any communication made by such authorized representative to Company shall be deemed the communication of Customer to Company, and shall be binding on Customer. Customer represents and warrants that the person executing this Agreement is a duly authorized representative of Customer and is vested with full authority to bind Customer.
- 15. Indemnification. You agree to indemnify, defend and hold harmless the Company, its partners, officers, directors, employees, agents, suppliers and affiliates of and from any and all claims, judgments, costs, liabilities, damages and expenses (including attorneys' fees) suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Agreement. Your indemnification will survive any termination of this Agreement.
- 16. Additional Terms and Conditions. The following are incorporated by reference into this Agreement: Notification of Rights to All of Our Subscribers and our Privacy Policy, which are sent once a year to all of our subscribers, and which can be found on our website business.libertypr.com or at our Customer Services Centers. You agree to read and refer to these additional terms and conditions.
- 17. Conflicting Versions. If there is any conflict or potential conflict between the English and Spanish language versions of any term, condition or provision of this Agreement, or any other term, condition or provision incorporated by reference into this Agreement, the Spanish language version shall control the meaning of all such conflicts or potential conflicts.
- 18. Survival. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement and termination of your Service(s).
- 19. How to Contact Us. For any inquiries or notices required in connection with this Agreement, you may contact us at:

#### Liberty Communications of Puerto Rico LLC PO Box. 192296 San Juan, PR 00919 Att. Legal Department

- 20. Notices. We will provide you with notices consistent with applicable law. If we provide you with notice of any change, we may provide it by any reasonable means, including with or in your bill, by e-mail, or any other communication permitted by applicable law. Customer agrees that any one of the foregoing will constitute sufficient notice. You agree to regularly check your mail, e-mail and all postings on our website and bear the risk of failing to do so. If you give notice to us, it will be deemed given when received by us at the address provided in this Agreement for such notices.
- 21. Entire Agreement. This Agreement and the other documents incorporated by reference constitute the entire agreement and understanding between Customer and Company with respect to the subject matter of this Agreement, and replace all prior written or verbal agreements. If any term or condition of this Agreement is held to be unenforceable by a court, tribunal or arbitrator, the remainder of the Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law. The Company does not waive any provision or right if it fails to strictly enforce performance of any provision of this Agreement. Neither the course of conduct between you and us, nor trade practice, shall act to modify any provision of this Agreement.
- 22. Governing Law. This Agreement is and shall be governed by and construed in accordance with the applicable federal laws or the laws of the Commonwealth of Puerto Rico.
- 23. Force Majeure. Company shall not be liable for any delay or failure of performance or Company Equipment due to causes beyond its control, including, but not limited to: acts of God, natural disaster, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts or work stoppages.

24. Assignment. You may not assign this Agreement, the Service(s), or Company Equipment. You agree to notify us immediately of any changes of ownership or occupancy of the Service Location. We may freely assign our rights and obligations under this Agreement with or without notice to you.

#### ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO VOICE SERVICE ("Voice over IP" or VoIP").

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to a Customer who subscribes to the Company's Voice Service.

#### 25. USAGE BILLING

a. Per-Call and Measured-Call Charges. Calling plans billed on a flat monthly fee basis may not include certain call types. These call types will instead be charged on a per-call (e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the carrier of the receiving party returns signaling to our network that the call has been answered and it ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Please contact us for information on per-call charges. If you believe the Service is being used for fraudulent purposes, contrary to the law, in violation of this Agreement, or for any other reason consistent with the terms of the law or this Agreement you may ask the Company to block all toll (long-distance) calls from the network. In the event of fraudulent or other unauthorized use of the Services from the Service Location, you remain responsible for all charges incurred prior to the time you ask the Company to block toll calls.

**b.** Third-Party Charges. Voice Services may allow you to access information and other service providers (e.g., services accessible through 800, 888, 877 and 900 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. Notwithstanding anything to the contrary in the Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Company, as if such a call were answered by the called party, Company will charge Customer for a completed call.

26. LIMITATIONS OF 911/E911 DIALING. The Company's Voice Service includes 911/Enhanced 911 functions ("911/E911") that may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. If you have any questions about 911/E911, call Customer Service Center at the number listed at the end of this document or write to us to the address provided in section 18 of the Agreement.

a. Correct Address: In order for your 911/E911 calls to be properly directed to emergency services, we must have the correct address for the Service Location. If you move the Voice Service to a different Premise without our approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address and/or the Voice Service (including 911/E911) may fail altogether. Therefore, you must call Customer Service at the number listed at the end of this document before you move the Voice Service to a new address. All changes in service address require our prior approval. Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information within a multitenant environment for each number exactly as it should appear to the 911 call taker. Customer is solely responsible for programming its telephone system to map each location. Customer acknowledges and understands that it, and not the Company, bears sole responsibility to ensure that it identifies and complies with any laws requiring the provision of specific location information, and any failure to do so is a breach of the Agreement. YOU UNDERSTAND AND ACKNOWLEDGE THAT COMPANY WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS IN THE E911 SYSTEM SO THAT YOUR 911/E911 CALLS CAN BE PROPERLY DIRECTED.

b. Service Interruptions: Access to 911/E911 requires that your Voice Service is active and that you have electrical power connected to your MTA (multimedia terminal adapter). YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY LOSE ACCESS TO AND USE OF VOICE SERVICE, INCLUDING 911/E911, UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (i) IF OUR NETWORK OR FACILITIES ARE NOT OPERATING; (ii) IF ELECTRICAL POWER TO THE MODEM IS INTERRUPTED AND THE MODEM DOES NOT HAVE A BATTERY BACKUP; (iii) IF THE ELECTRICAL POWER TO THE MODEM IS INTERRUPTED AND ANY BATTERY BACKUP IS EXHAUSTED OR FAILS; or (IV) YOUR SERVICE HAS BEEN SUSPENDED OR IS NOT PROPERLY FUNCTIONING. You also understand and acknowledge that battery backup may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Voice Service will not function until normal power is restored. You understand and acknowledge that your MTA may not have battery backup or another power source of its own. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, or another technical problem.

c. Suspension and Termination by Company: You understand and acknowledge that all Voice Service, including 911/E911, as well as all online features of Voice Service, where we make these features available, will be disabled if your account is suspended or terminated.

- 27. Limitation on Liability and Indemnification. YOU ACKNOWLEDGE AND AGREE THAT COMPANY AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ITS SERVICE PROVIDERS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.
- 28. Acceptable Use and Additional Use Restrictions. Except as otherwise provided in the General Terms and Conditions, Voice Service may only be used at Service Location(s) where such service is installed by Company. Customer understands and acknowledges that if Customer attempts to install or use the Company Equipment or Voice Service at another location. Voice Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves Voice Service to another location without first notifying Company. Customer expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitations or polling), fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Company determines, in its sole discretion, that Customer's use of Voice Service is excessive, or otherwise in violation of this Agreement, Company reserves the right, among other things, to (i) immediately and without notice to terminate or modify the Services and (ii) to assess additional charges for each month in which excessive usage occurred. Further, we may suspend the account or accounts involved and/or block long distance calling that potentially violates this Agreement. You expressly authorize and consent to the Company and its supplier's cooperation with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) other network or service suppliers in order to enforce this Agreement. Upon termination of your Service account, the Company is authorized to delete any voice mail associated with your account (and any secondary accounts). The failure of the Company or its suppliers to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

#### 29. Equipment.

a. Handset and Wiring: In order to use the Voice Services, you are required to provide certain Customer Equipment such as a phone handset or equivalent, phone inside wire and outlets, and a powered electrical outlet. If we cannot get access to your inside phone wiring, you will need a cordless phone to use our Services throughout the Service Location.

**b. MTA:** To use the Voice Services, you will also need an MTA (multimedia terminal adapter) certified by us as compatible with the Services. You can lease an MTA from us, in which case it is Company Equipment. We may permit you to use the Services with an MTA which you have purchased, in which case the MTA will be Customer Equipment. Depending on availability in your area, you may have an option to install the MTA yourself, or to have us install it for you. You agree to keep the MTA plugged into a working electrical power outlet at all times.

c. Incompatible Equipment and Services: You acknowledge and understand that the Voice Services may not support or be compatible with: (i) certain non-voice communications equipment, including but not limited to alarm or security systems that make automatic phone calls; medical monitoring devices; certain fax machines; electronic monitoring bracelets; and certain "dial-up" moderns; (ii) rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units; (iii) dial around (10-10) calling; 976, 900, 700, or 500 number calling; (v) 211, 311, 511, or 811 calling; and (vi) other call types not expressly set forth in our product literature (e.g., shore-to-ship calling and outbound satellite calling).

**d.** BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE COMPANY AND ITS SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE COMPANY EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THE AGREEMENT, SUBJECT TO ANY EARLY TERMINATION FEES.

#### 30. Call Trace Services.

The Company will provide Call Trace Service ("Call Trace") upon request from its customers or law enforcement agencies. Call Trace protects you against harassment from another caller, by tracing their number. Call Trace automatically initiates a trace of the last call you received. You can use this feature to trace unlawful or threatening calls that alarm, frighten, or harass you. Your phone is already equipped for Call Trace, simply press \*57 to activate. Charges and fees for using Call Trace may vary.

If a Customer requests or activates (through special dialing code) a Call Trace, Company will conduct the Call Trace for the Customer. Customer must immediately notify Company's Customer Service that a Call Trace has been activated. However, Company will not release the results of a Call Trace effort to its Customer. Company must refer all information captured by a Call Trace to the appropriate law enforcement agency and direct the customer to work directly with the law enforcement agency. The information obtained from the Call Trace will be available only to law enforcement officials with either a valid subpoena or another valid legal authorization. The subpoena or other authorization must be in writing unless there is an emergency situation which means any situation presenting an imminent risk of substantial bodily harm, death, or abduction.

#### IF YOU ARE A CUSTOMER WITH AN EMERGENCY, DO NOT CALL COMPANY - CALL 911 IMMEDIATELY.

31. Caller ID Blocking. Caller ID Blocking prevents the telephone number from being delivered to the person receiving the call. It does not block information from being forwarded when calling certain telephone numbers, such as 911, 800/888 or 900 numbers. The words "Private" or "Anonymous" appear on the display unit or telephone set display screen when Caller ID Blocking is in effect.

Caller ID Blocking may be provided on a per call basis. Caller ID Blocking is automatically provided on all access lines in the service area at no charge on a per call basis. If available Customer may elect to order Caller ID Blocking per line, which may be subject to additional recurring charge and nonrecurring charges.

32. You assume the risk of high-risk activities. The Voice Services are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

#### 33. Transfer of Your Phone Number ("Number Portability").

a. Switching to Company from another provider: If you are switching to our Services from another service provider, you will cooperate fully with the Company and provide promptly all information, including a letter of authorization or other documentation, as requested by the Company in connection with the processing of your order for Service. You authorize the Company to notify your current telephone service provider of your decision to switch your local toll and long distance services to the Service, and you represent you are authorized to take such actions. In addition to the conditions set forth above, the additional limitations may apply: you may transfer your existing phone number (if any) to our Services, provided that (i) you request the phone number transfer when you place your order for our Services, authorizing the Company to request on your behalf the transfer of your existing phone number and after the installation service visit; (ii) your current service provider releases your existing phone number, at our request, without delay or charge; (iii) transfer of your existing phone number to our Services would not, in our view, violate applicable law or our processes and procedures; (iv) you acknowledge and agree that if your MTA is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited outgoing calls over the phone that you have connected to the MTA. In that event, you should keep another phone connected to an existing phone extension at your Service Location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Services; and (v) you acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the MTA installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your MTA is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number.

b. Switching from Company to another provider: To transfer your phone number from Company to another service provider, you must place the transfer order through your new service provider and terminate the Service with Liberty, subject to any early termination fee.

#### ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO INTERNET SERVICES

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to a Customer who subscribes to the Company's Internet Service.

- 34. General. You are responsible for all Internet activity originating from your or others' use of your Services. You agree to ensure that all use of your Service(s) complies fully with this Agreement. You are solely responsible for protecting the confidentiality of your screen names, passwords, PINs, parental controls, and other security measures, and we shall have no liability for your failure to do so.
- 35. Equipment and Software Installation. We will install a cable modern and other Company Equipment and software, unless you request otherwise. You and persons authorized by you may use the Internet Service within the service address, under any password or screen name available to you, provided that you shall be responsible for all use of your Services.
- 36. Acceptable Use Policy. Customer shall comply with all of the Company's standards for acceptable use with respect to Internet Service and shall refrain from any and all illegal and/or inappropriate activities, including, without limitation, as outlined in Liberty's Internet Acceptable Use Policy for Business Customers, which will be updated from time to time and the latest version will supersede all prior versions. The latest version of our Acceptable Use Policy is available on our website business.libertypr.com. Customer agrees periodically to review the Acceptable Use Policy on our website to assure familiarity with the most recent version.

#### 37. Intellectual Property Rights.

a. Lawful purposes only: You shall use the Services for lawful purposes only. You shall not post or transmit through the Services any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyrights, patents, trademarks, trade secrets or proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing,

defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law. For more information, please refer to our Copyright Policy available on our website.

**b.** No Resale: Advertising, reselling, reuse, any solicitation with respect to products or services, using the Services for operation as an ISP or for the hosting of websites other than as expressly permitted under this Agreement, or use of any form of transmitter or WAN that enables persons outside your service address to use the Services, is strictly prohibited without express written approval from Company and a contract for payment of related fees.

c. Copyright: Our Internet Services contain copyrighted material, trademarks and other proprietary information. You may download copyrighted material solely as permitted by law. Except as otherwise permitted under copyright law, no copying, redistribution, publication or commercial exploitation of downloaded material will be permitted without the express prior written consent of the third party owner and, where applicable, the Company. In the event of repeat instances of copyright infringement by you, we may suspend or terminate your Service in accordance with our Copyright Policy. In the event of any permitted copying, redistribution of copyrighted materials for your own use or non-commercial distribution. Company assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

d. Ownership of Addresses: You acknowledge that use of the Internet Service does not give you any ownership or other rights in any Internet/on-line addresses provided to you, including, but not limited to, Internet Protocol ("IP") addresses, e-mail addresses, and Web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes. Upon termination of an Internet Service account, we reserve the right permanently to delete or remove any or all addresses associated with the account.

- 39. Speed, Bandwidth, Data Storage and Other Limitations. Company makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection, cable plant conditions and maintenance activities, available bandwidth on networks owned by third parties hosting the Internet, the location of Customer and Company Equipment, the physical structure of the Service Location, if the connection is via Ethernet cable or wireless, among others. Customer agrees to comply with Company's bandwidth, data storage and other limitations of Internet Service as may be established and modified by Company from time to time. Company's Internet Service may include a specific allowance of bandwidth consumption for use during each of your monthly billing cycles at no additional charge. Consumption of bandwidth in excess of the allowance may be charged an additional amount at the rates stated on your bill. If limitations are imposed, unused amounts of the bandwidth allowance will expire at the end of the monthly billing cycle and do not carry over to subsequent billing cycles. If Company decides to include a specific allowance of bandwidth consumption, it is your responsibility to secure your personal network, and monitor and manage your bandwidth usage by using an online usage monitor which will be made available through your individual account at mi.libertypr.com. Customer agrees that its bandwidth usage activity will not improperly restrict, inhibit or degrade any other user's use of the High Speed Internet Service, nor represent (in Company's sole judgment) an unusually large burden on the network. Customer also agrees that its activity will not restrict, inhibit, disrupt, degrade or impede Company's ability to deliver and track its High Speed Internet Service, backbone, network nodes and/or other network services.
- 40. Risks of Internet Access. Use of Company's Internet Service presents certain risks for which the Company cannot be responsible, including without limitation:

a. Computer File Backup: You understand and accept the risks if you decide not to back up files. Neither Company nor its service providers shall have any liability whatsoever for any damage to or loss of any software, files, or data.

**b. Viruses:** Websites visited or data received through the Service may contain viruses. It is your sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files and data. Company may, but is not obligated to, run third party virus check software on your computer prior to installing software related to the Service. Company does not represent or warrant that doing so will detect or correct any or all viruses. Company may, but is not required to, suspend or terminate availability of the Service if a virus is found to be present on any user's system or in any communications sent or received through the Service.

c. Unauthorized Access to Your Computer and Files: Inherent in Internet access is the risk that unauthorized persons will use your Service or gain access to your computer and to the software, files, personal information and other data stored or transmitted by you, install a "bot" on or otherwise "hijack" your computer or harm or misappropriate your computer, systems and files in some other way. Usage of the Service is at your sole risk, and you are responsible for the security of your computer, equipment, information and data traffic. Company shall have no liability whatsoever if third parties intercept data transmissions by or to you or otherwise gain access to or misuse your computer, other equipment, files or account.

d. Eavesdropping and Customer Equipment Security: The public Internet is used by numerous persons or entities including, without limitation, other subscribers to our Internet Service. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Services. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. You acknowledge that when using the Services there are certain applications and techniques that may be used by other

persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Services, including without limitation any data stored on such equipment. NEITHER COMPANY NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU OR OTHERS, THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO THE CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warrant regarding the effectiveness of these programs.

e. Company Actions to Protect Company's Network: Company reserves the right to take actions to protect the security and integrity of its network and resources that are consistent with applicable law. These actions may affect your Service, your computer, software, files, personal information and other data stored or transmitted by you.

f. Exposure to Inappropriate Content: There may be content available through the Internet which is illegal, violates third party property or other rights or is offensive. Company is not responsible for the content contained on the Internet or otherwise available through the Service. Company shall not be liable for any claims, losses, actions, damages, suits or proceedings arising out of, or otherwise relating to, such content.

#### ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO VIDEO SERVICE ("Cable TV")

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to a Customer who subscribes to the Company's Video Service.

- 41. Redistribution Limits. Customer hereby acknowledges and agrees that Company does not have the absolute right to distribute payper-view video programming (including programming such as sporting events) and certain premium video services to commercial establishments. Therefore, Customer agrees that it shall not exhibit nor assist in the exhibition of any such programming unless explicitly authorized to do so, in advance and in writing, by Company and the applicable program or event distributor. In requesting such explicit authorization, Customer agrees to identify itself as a commercial establishment. Customer shall not, and shall not authorize or permit any other person to, and shall take all reasonable measures to prevent: (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of the video service (or any part thereof); (ii) transmit the video service by any television or radio broadcast or by any other means or use the video service (or any part thereof) outside of the Service Locations(s). Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any Company Equipment from another location to any Service Location, or from any Service Location to any other location. Customer further agrees not to undertake any activity related to the unauthorized reception of the video service at any Service Locations.
- 42. Additional Licenses. Customer shall not, and shall not authorize or permit any other person to (i) charge a cover charge or admission fee to the Service Location(s) at the time the video service (or any part thereof) is being or is to be performed therein; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the video service (or any part thereof) unless Customer has obtained all necessary licenses and authorizations from the applicable copyright owners (Customer acknowledges and agrees that it shall be solely responsible for the payment of any charges or fees in connection therewith); or (iii) insert any commercial announcements into the video service, or interrupt any performance of the video service for the making of any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the Service Location provided that no compensation (whether in money or in any other form) is paid by any person or entity, directly or indirectly, for such announcements unless pursuant to a separate written agreement which permits store-casting or ad-casting. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to the video service.
- 43. Provision of Service: Video Services Only. Video Service, including without limitation HD DVR service, is for private commercial viewing venues only, and is not for use in public viewing areas such as bars, restaurants, fitness centers or at residential addresses. Further, Customer acknowledges and agrees that Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. As to Video Service only, Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. Company shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Company or any other reason beyond the reasonable control of Company.
- 44. Additional Sets. Customer agrees not to add additional sets or disturb, alter or remove any portion of the Company Equipment. Any unauthorized connection or other tampering with the video service or Company Equipment shall be cause for disconnection of the applicable Service, legal action and Company shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.

a. Set-Top Boxes: Some models of TV receivers or Digital Video Recorders (DVR) may not be able to receive all of the channels offered on our system. We rent set-top boxes, and CableCARD set-top boxes may be available for purchase from retail outlets in some areas. If your Service is received through a set-top box, you may not be able to use special features and functions on TVs and DVRs. For example, some set-top boxes may not be compatible with TV or DVR features that allow you to view a program on one channel while simultaneously recording a program on another channel; record two or more consecutive programs that appear on different channels; or use advanced picture generation and display features such as "Picture-in-Picture."

**b.** Additional Set-Top Boxes: To independently tune additional televisions or broadcast devices within your business, a separate settop box may be required for each television. We will charge you a monthly fee for each additional set-top box added to your account.

c. CableCARDs: You may lease a conditional access card ("CableCARD") from us. You grant Liberty and our agents the right to insert CableCARDs and other hardware in the Customer Equipment, send software and/or downloads to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. In addition to the indemnification obligations contained elsewhere in this Agreement, Customers using the video service agree to indemnify and hold Company harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses for claims relating to or resulting from the unauthorized distribution and/or exhibition of the video service, including without limitation, pay-per-view video programming and premium video services.

46. Downloads. We reserve the right to alter software in the Customer Equipment, and provide content to DVR products, through periodic downloads. We will use commercially reasonable efforts to schedule these downloads in a manner that result in the least amount of interference with or interruption to your Service.

#### VERSION – DECEMBER 2022

#### SUBSCRIBER PRIVACY POLICY

Liberty Latin America and all its subsidiaries and affiliates, including Liberty Communications of Puerto Rico LLC, Liberty Mobile Puerto Rico Inc., Liberty Mobile USVI Inc. and Broadband VI, LLC ("LLA") are committed to protecting our customers' privacy. We want you to be confident in knowing that we treat your information with care and in accordance with our obligations under applicable data protection and privacy laws.

This Privacy Policy (the "Policy") describes how we collect, store, use, protect, and disclose your information when we provide you with our products, services, networks, and platforms, including our cable television, internet, mobile and fixed telephone services, business to business services, websites, and mobile apps (individually and collectively, the "Services"). Please be aware that because this Policy describes the privacy practices of all our Services, some parts of the Policy may not apply to you. For example, if you do not subscribe to LLA's telephone services, we will not collect call detail information. Also, if you have a separate contract for any Service, that contract may describe how we process information about you. If a portion or section of this Policy conflicts with local laws or regulation, those laws or regulation will supersede said section.

This Policy does not apply to products, services, websites, and mobile applications not provided by LLA. We recommend that you read the privacy policies of such third parties. We are not responsible for the privacy practices or content of any such third parties' websites, products, or services.

If required by law, we will notify you of our Privacy Policy annually. However, we may update this Policy from time to time. Any updates will be posted on LLA's website at www.lla.com/privacy and on subsidiaries' websites (in conjunction, the "Websites") and are effective as of the date first published. If at any time you find this Policy unacceptable, you should cease using the Services.

# INFORMATION WE COLLECT

We collect information about you that directly identifies you, such as name, address, and telephone number, to assist us in providing and invoicing our Services. We also collect information that does not directly identify you but can be associated with you and your use of devices and our Services, such as IP address, device numbers, and account numbers.

We may obtain this information from you directly, automatically through the devices you use to access our Services, or from third parties. If you permit others to use the Services, we may collect information about them too.

Among others, we may collect information about you in the following ways:

- Information you give us directly, such as when you purchase products or services, fill out a form for any of our Services, send us an e-mail, or respond to a survey
- Automatically from your device, such as when you use an interactive or transactional service, television viewing controls, or use our Services
- From third parties, such as service providers who provide us operational support

Additionally, with respect to our customers in the United States, we collect Customer Proprietary Network Information (CPNI) from you when you use certain telecommunications Services. Please see the section on CPNI below for more information, which includes instructions if you wish to opt-out of our use of your CPNI for marketing.

You may provide information to us directly, including:

- Registration information: When you sign up for our Services, we require you to provide information about yourself
  and supporting documentation, including all or some of the following: your name, service and billing address, email
  address, telephone number, Social Security or other government-issued identifiers, driver's license number, billing
  and credit records, and bank account and credit card numbers used to pay for our Services.
- Account Information: Information we use to identify you and to maintain your account and the Services, which may
  include date of birth, government-issued identifiers, next of kin, employment, and credit history.
- Payment and Billing Information: Information about your payments to us and the information on your billing statements and receipts.
- Contact Information: Information that we maintain to be able to get in touch with you.
- Social Media Information: When you interact with us on social media, we may collect your username, real name, profile picture, and any information you choose to share with us on the social media platform.
- Photographs: We may collect photos of your property for troubleshooting purposes.
- · Communications: We may collect records of calls, emails, and chats with our customer service representatives.

We or partners working on our behalf may collect information automatically from the devices or software you use to access our Services. If you are using our Websites, applications ("apps"), or other digital channels, we may collect some of this information using web "cookies" and similar information-gathering technologies and maintain server logs. The types of information we may collect include:

- Online Analytical Information: We may collect information from your browser and activity on our Websites or apps, including details about your interaction with our Websites, apps, and electronic newsletters.
- Online Advertising Information: We and partners working on our behalf may collect information from your browser
  and activity on our Websites or apps that we use for advertising our Services to you on third-party websites or apps,
  including special advertising and other unique identifiers that enable us or our partners to target advertisements
  to you. Please be aware that our advertising partners may collect information about you when you visit third-party
  websites or use third-party apps. They may use that information to better target advertisements to you on our behalf.
- Service Usage: We may collect information about your use of our Services. This includes, for example, your video selections when you use our cable television Services, your use of company-provided and third-party set-top boxes, remote controls, electronic program guides, video players, applications, tablets, and other devices and software that are connected to our cable system or other Services. This information includes which channels, programs, and advertisements are viewed and for how long. When you use our digital video recording service, our DVR partner collects information about you, including personal and viewership information, to provide that Service. When you use our internet and telephone services, we may transmit, collect, and store information about you for a period of time related to your use of our Services and features. This information may include your email, instant messaging activity, file transfers and sharing, web browsing, telephone activity including voicemails, use of our Services and features.
- · Voice Commands: We may collect information from voice-activated or voice-controlled devices.
- Geolocation: We may collect precise geolocation if you have it enabled on your mobile device when you use our apps. Also, we may collect address-level information, for example, when you use Wi-Fi enabled devices that connect to your router. If you do not want us to collect your device's location, you can disable location services on your device using the device settings.
- Device and Network Activity Information: We may collect technical information about your use of devices on our network, for example, IP address, Domain Name Server, and statistics about your network activity.
- Video and Audio Recordings: If you use our home security services and activate recording features, we may collect
  video and audio recordings.

We may collect information about you from third parties, including:

 Information, such as contact information, demographic information, and information about your interests and purchases, that we obtain from other companies to better tailor our programming, marketing, and advertising services to you.

- Information about your billing and credit history from credit reporting agencies.
- Information about your interests, activities, and employment history from social networks and other places where
  you choose to share information publicly.
- Information about your interaction with advertisements on our Services or ads that we place on third-party websites from online advertising companies.

If you decide to invite others to the Services, we will collect your and the other person's names, email addresses, and/or phone numbers to send an email or text message and follow up with the other person. You agree that you will obtain the other person's consent before giving us their contact information. You also agree that you will not send us the contact information of a minor. We will inform any other person you invite that you gave us their information in the invitation email.

# HOW WE USE YOUR INFORMATION

We use the information we collect from or about you to provide the Services to you, improve those Services, customize the Services to your preferences, market and advertise the Services to you and others, troubleshoot the Services, secure the Services, and respond to requests from governmental entities or law enforcement agencies. We may use information about you for additional purposes, but only if we obtain your consent to do so.

# LEARN MORE

To provide and manage our Services: We may use information about you to provide the Services you requested, send you bills and invoices, provide technical support, authenticate access to your account, help with upgrades, detect and protect against fraud and the unauthorized use of our Services, provide you with personalized content, process and respond to your inquiries, administer disputes, and enforce our legal rights, including your agreement(s) to receive the Services. Additionally, we may ask you for feedback about our Services' performance, customer care service, and maintenance and operations. As permitted by applicable law, we may monitor and record our communications with you, including emails, chats, and calls, for training purposes, quality assurance, and to record details about the Services you order from us.

# • To enhance our Services:

- o We may use audience measurement and other demographic data about you to improve our Services and make programming and advertising more relevant to you. We may also use this information to distribute and deliver relevant programming and advertising to you.
- o Viewership information may be used to determine which shows are most popular, how many people watch a program to its conclusion, and whether people are watching commercials. An analysis of this information helps improve our cable television service and other Services and makes programming and advertising more relevant to our subscribers; it also allows us to distribute and deliver relevant programming and advertising to you without disclosing personally identifiable information about you to programmers or advertisers.
- Activity data may be used to help us learn how popular certain programs are and how our customers as a whole generally prefer to view certain kinds of programming using cable television service, including whether they like to watch certain programs live, on-demand, on mobile devices, or online. This may require us to compare or combine activity data on our cable system with online activity data.

# To customize our Services:

- This enables us to personalize your settings on our products and Services so that you don't have to change these settings each time you use them.
- We may use location data to identify which of our systems provides services to you to provide relevant information related to our Services in your area.
- For marketing and advertising: We may use information about you to deliver our and third parties' advertisements to you on our properties or on third parties' websites and apps, measure the effectiveness of our advertising, provide you with content recommendations, and send you promotions and offers. We may also use activity data to determine whether promoting content and services in certain ways helps attract a larger audience and more customers. We may compare or combine information, such as activity data, we receive when you use cable television services to view content or advertising with information about your use of content and advertising that we deliver on other platforms, such as DVR devices, Websites, and apps. We do this to better understand how our customers access and use our products and services in all of the places that we offer them.
- For troubleshooting: We may collect activity data associated with particular devices, such as set-top boxes, portable
  devices, and other supported devices, so we know where to deliver the Services and how to troubleshoot them.
- To maintain the security of our systems: We may use information about you to protect and secure our Services, assets, network, and business operations and to detect, investigate, and prevent activities that may violate our policies or be fraudulent or illegal. We may use automated processes to scan incoming and outgoing email messages to, for example, identify and filter out likely spam or harmful messages. We do not read or disclose to third parties the content of your email messages or other online communications unless we are compelled by law or legal process to do so.
- For legal compliance: We may use information about you to comply with legal processes, such as warrants, subpoenas, court orders, and lawful regulatory or law enforcement requests, and to comply with applicable legal requirements.

#### HOW WE SHARE YOUR INFORMATION

We may share any of the information we collect from or about you when you direct us to do so, if necessary, to provide the Services to you, to respond to legal process, and to protect our property and the safety of our employees. We may also share information with partners to help market and advertise our Services. Please see Your Options and Rights Regarding Your Information (below), which explains how you can opt-out of our uses or disclosures of information for marketing or advertising purposes.

# LEARN MORE

- Affiliates: We may share information with other members of our group of companies.
- Telephone Services: We will only use, disclose, or permit access to your information as required by law or as
  approved by you and as necessary to provide communications services or other services necessary to, or used
  in, the provision of the communications service. We may disclose your personally identifiable information to third
  parties in connection with features and services such as Caller ID and directory services.
- Commerce Partners and Other Third Parties: When you elect to participate in a special offer or engage in a transaction presented by us but provided by our Commerce Partners, we may disclose information about you to such Commerce Partners when relevant. We may disclose limited information, including your name, address, and level of service, to other non-affiliated entities for "mailing list" or other purposes that may or may not relate to the Services unless you object to such disclosure in advance. Any disclosure that we make under this exception will not reveal, directly or indirectly, the extent of your viewing or other use of the Services or the nature of any transaction you make over our cable system.
- Service Providers: We engage vendors to perform specific business functions on our behalf, and they may receive
  information about you from us or collect it directly. These vendors are obligated by contract to use information that
  we share only for the purpose of providing these business functions, which include:
  - o Supporting Service functionality, such as vendors that support customer service and customer relationship management, application development, postal mailings, and communications (email, SMS, fax).
  - o Auditing and accounting firms, such as firms that assist us in the creation of our financial records.
  - o Professional services consultants, such as firms that perform analytics, assist with improving our business, provide legal services, or supply project-based resources and assistance.
  - o Analytics and marketing services, including entities that analyze traffic on our online properties, assist with identifying and communicating with potential customers and support distribution of marketing communications.
  - o Security vendors, such as entities that assist with security incident verification and response, service notifications, and fraud prevention.
  - Information technology vendors, such as entities that assist with website design, hosting and maintenance, data and software storage, and network operation.
- Online Advertising Partners: We partner with companies that assist us in advertising our Services, including partners
  that use cookies and online tracking technologies to collect information to personalize, retarget, and measure the
  effectiveness of advertising.
- Law Enforcement and Governmental Entities: If allowed by and after complying with applicable local laws requirements, we may disclose your information to representatives of a government or to comply with valid legal processes. In these situations, we may be required to disclose information about a customer without the customer's consent and without notice to the customer. In some instances where there are valid legal requests or orders for disclosure of your information, we may notify you of the requests or orders and then it may be up to you to object or take specific action to prevent any disclosures pursuant to those requests or orders. Law enforcement agencies may, with the appropriate legal document/order, and without notice to you, obtain the right to install a device that monitors your internet and email use, including addresses of email sent and received and, in some cases, the content of those communications, and/or your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls.
- Sale, Merger or Acquisition: We may change our ownership or corporate organization while providing the Services. We may transfer to another entity or its affiliates or service providers some or all information about you in connection with or during negotiations of any merger, acquisition, sale of assets or any line of business, change in ownership control, or financing transaction. We cannot guarantee that an acquiring party or the merged entity will have the same privacy practices or treat your information as described in this Policy.
- Child Exploitation and Human Trafficking: We are required by law to report any evidence we may have or become aware of relating to violations of laws concerning child exploitation and/or human trafficking.

# HOW DO WE PROTECT YOUR INFORMATION

We use administrative, technical, and physical safeguards to protect your privacy and have taken key steps to protect your information, including but not limited to, establishing technological and organizational security controls to protect your information. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose your information. If a breach were to occur, we will notify as required by applicable law.

# YOUR OPTIONS AND RIGHTS REGARDING YOUR INFORMATION

### How to access your information

You may obtain information about your account by using our online account manager or mobile apps or by getting in touch with us using the contact information below. You may also examine the records containing your information by contacting us and setting up an appointment. If you wish to inspect our records containing your information, our offices are open from 9:00 am to 5:00 pm Monday through Friday local time, excluding holidays. Local protocols may apply. If your review reveals an error in our records, we will correct it. You will only be permitted to examine records that contain information about your account.

# Liberty Communications of Puerto Rico / Liberty Mobile of Puerto Rico / Liberty Mobile of USVI/ Broadband VI

- o Telephone: (787) 657-3050
- o Email: servicio@libertypr.com
- C&W (Flow, BTC, Cable & Wireless Networks and Cable & Wireless Business)
  - o Email: privacy@cwc.com
- C&W Panama
  - o Telephone: +507 8822529
  - o Email: privacidad@cwpanama.com
- Liberty Telecomunicaciones de Costa Rica
  - o Call Center: 1693
  - o WhatsApp: 63111693
  - o Facebook: @costaricaliberty
  - o Twitter: @liberty\_cr
  - o Instagram: liberty\_cr
  - o Email: privacidadcr@lla.com

Please be aware that we will require you to provide information to verify your identity before we make any changes or disclose information to you.

#### Your choices regarding the use and disclosure of your information

You have the right to prohibit or limit certain kinds of disclosures and marketing. You may contact us to ask us to put your name on our internal company "do not call" and "do not mail" lists so that you generally do not receive marketing or promotional telephone calls or postal mail from us or made at our request (you may still receive some marketing, such as in our billing statements and other service-related communications and in communications that you initiate). Similarly, you may always opt out of receiving future email marketing messages from us by clicking on the link in the applicable marketing email and following the instructions provided there.

You also have the right to prohibit or limit disclosure of your information to third parties for "mailing list" or other purposes as described above in this Policy. To restrict such disclosures, you may contact us at the contact information in the previous section. Please include your name, address, and account number when contacting us for this purpose.

# Your enforcement rights

You may have all or some of the following rights with respect to your information, depending on your location or residency. Please contact us to exercise your rights.

- Access and Portability: Request access to personal data we hold about you or request transmission of your data to a third party.
- Correction: Request that we rectify inaccurate or incomplete personal data we store about you.
- Erasure: Request that we erase personal data when such data is no longer necessary for the purpose for which it was
  collected when you withdraw consent and no other legal basis for processing exists, or when you believe that your
  fundamental rights to data privacy and protection outweigh our legitimate interest in continuing the processing.
- Restriction of Processing: Request that we restrict our processing of personal data if there is a dispute about the accuracy
  of the data; if the processing is unlawful; if the processing is no longer necessary for the purposes for which it was
  collected but is needed by you for the establishment, exercise, or defense of legal claims; or if your request to object to
  processing is pending evaluation.
- Objection to Processing: Object to processing of your personal data based on our legitimate interests or for direct
  marketing (including profiling). We will no longer process the data unless there are compelling legitimate grounds for
  our processing that override your interests, rights, and freedoms or for the purpose of asserting, exercising, or defending
  legal claims.
- Transfers: Obtain information about and a copy of the safeguards we use to transfer personal data across borders.
- Complaints: Lodge a complaint about our data collection and processing actions with your jurisdiction's privacy supervisory authority.

#### Your ad choices

You have options to limit the information that our partners and we collect for online advertising purposes.

- You may disable cookies in your browser or mobile device using their settings menus. Your mobile device may give
  you the option to disable advertising functionality. Because we use cookies to support Service functionality, disabling
  cookies may also disable some elements of the Services.
- The following industry organizations offer opt-out choices for companies that participate in them: the Network
  Advertising Initiative, the Digital Advertising Alliance, and the European Interactive Digital Advertising Initiative.
- Use our cookie settings menu.

If you exercise these options, please be aware that you may still see advertising, but it will not be personalized. Nor will exercising these options prevent other companies from displaying personalized ads to you. If you delete your cookies, you may also delete your opt-out preferences. We do not respond to "Do Not Track" signals at this time.

#### **OTHER IMPORTANT INFORMATION**

#### How long do we keep personally identifiable information?

We may store information about you for as long as we have a legitimate business need for it.

#### Cross-border data transfer

We are part of an international group of companies (the "Liberty Latin America Group") and may collect, process, and store your information in various countries. We may also transfer your information within the Liberty Latin America Group and to our service providers. The data privacy laws governing the use and transfer of data in other countries may not be the same as those in your country; however, we will ensure that an adequate level of protection is provided to protect your information.

#### Information about children

Our Websites and apps are intended for users aged 13 and older. We do not knowingly collect information from children. If we discover that we have inadvertently collected information from anyone younger than the age of 13, we will delete that information. Please contact us with any concerns.

# PRIVACY DISCLOSURES FOR SPECIFIC JURISDICTIONS

# United States, Puerto Rico and U.S. Virgin Islands - Customer Proprietary Network Information ("CPNI")

When we provide telecommunications services to you, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as the type, destination, technical configuration, location, and amount of use of such services. This information, and related billing information, is known as Customer Proprietary Network Information ("CPNI"). You have a right, and we have a legal duty under United States federal law to protect the confidentiality of CPNI.

Consistent with federal law, we may use and disclose your CPNI without your permission to protect our rights or property; to protect users of our Services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Services; to comply with any laws, court orders, or subpoenas (please note that we may be compelled to disclose your CPNI in certain circumstances); to provide Services to you pursuant to your contract with us for telecommunications services; to provide inside wiring installation, maintenance, and repair services; to conduct research on the health effects of cellular radios; to market services such as speed dialing, computer-provided directory assistance, call monitoring, call tracing, call blocking, call return, repeat dialing, call tracking, call waiting, caller I.D., call forwarding, certain centrex features, or other services within the same category or categories of service to which you already subscribe; to provide customer premises equipment and features; to provide call answering, voice mail or messaging, voice storage and retrieval services, fax store and forward, and protocol conversion.

While federal law allows us to use CPNI for the above purposes, you have the right to restrict us from the following additional uses of your CPNI:

- Use or share your CPNI to market services except as provided above; or
- Share your CPNI with our affiliates or agents to provide or market services to which you do not subscribe.

Such uses better enable us to provide you with offers more tailored to your interests and needs, but you can restrict such use of your CPNI by contacting us via letter at Liberty Puerto Rico, Dispute & Claims Department, P.O. Box 192296, San Juan, PR 00919-2296, via email at servicio@libertypr.com, or by phone at any time at 787-355-3535. If you do not notify us within 30 days of your receipt of this notice, we will assume that we have your permission to use and disclose CPNI for these marketing purposes. You may revoke your permission (opt-out) at any time. Your

permission, or revocation of permission, remains valid until you tell us otherwise. The Services we provide to you will not be affected if you deny or revoke your permission. If you restrict your CPNI use, you may still receive marketing from us, but it would not be based on using your CPNI.

For your protection, we will not disclose your call detail records over the phone unless you authenticate your identity. We will also require the use of a password to log into accounts where you can view your CPNI online.

# Jamaica

To contact Flow Jamaica's Data Protection Officer, please send a letter or email to the following:

Data Protection Officer 2-6 Carlton Crescent Kingston, Jamaica Att. Legal Department privacy@cwc.com

#### HOW CAN YOU CONTACT US ABOUT THIS POLICY

If you have any comments or queries concerning this Policy or you wish to request access to your information, please email us at the appropriate address included in the Your Options and Rights Regarding Your Information section above or at privacy@lla.com.

# **VERSION - DECEMBER 2022**

# NOTICE OF RIGHTS TO OUR CABLE SUBSCRIBERS

- For more information about the rights and obligations of both, Liberty and subscriber, please refer to the Residential Service Agreement, which is available on our website www.libertypr.com.
- Liberty will not discriminate against a subscriber or potential subscriber based on birth, age, race, creed, color, national origin, sex, sexual orientation, gender identity, social status or political or religious ideas.
- 3. Liberty will not sign agreements with natural or legal persons who control or manage apartment buildings or horizontal cluster villas served by the Company, which have the effect of discouraging or impairing the right of any tenant or other occupant to use an antenna common to the building or a single antenna.
- 4. Pursuant to a request from a cable subscriber, Liberty must, at no cost to the subscriber, reorder or completely block the visual or audio programming of each channel containing obscene or indecent programming, so that a person that is not subscribed to this programming, does not receive it.
- Liberty will comply with the privacy rights of subscribers in accordance with Section 631 of the Communications Act of 1934, as amended (47 USC 551). Please refer to our Subscriber Privacy Policy.
- 6. Pursuant to regulations issued by the FCC, Liberty will provide maintenance and repair services for converters belonging to Liberty at no additional cost, as long as the repair or maintenance is not due to misuse or abuse of the equipment by the subscriber. The maintenance and repair services requiring intervention by Liberty of cables or other equipment located within the subscriber's home that do not belong to Liberty, may be charged by Liberty at its regular rate. Liberty will begin taking steps to correct any problem with the service on the next business day after notification of the inconvenience. If an appointment is necessary to correct the problem, it will be scheduled for a specific time, or at most, within a period of four (4) working hours in a day. If Liberty fails to comply with the appointment once it is scheduled for reasons ascribable to Liberty, then Liberty shall grant a twenty-five dollar (\$25.00) credit to Subscriber. Liberty will not be obligated to grant said credit when noncompliance is due to force majeure.
- 7. The installation of cable service shall be available no later than seven (7) business days from the date on which it was requested if the installation requires an aerial or underground outlet that is already installed. If the installation requires an underground outlet that is not installed, the period shall be twenty (20) business days. In case of default by Liberty of the terms stated herein, Liberty shall grant a twenty-five dollar (\$ 25.00) credit to subscriber. Liberty will not be obligated to grant said credit when noncompliance is due to force majeure. Liberty must keep a record of the date of the installation request and the date on which it was carried out. If the above terms have not been complied with, the reason for noncompliance must be stated.

- 8. Liberty will provide each new subscriber with a copy of the actual rates. If a change of rate occurs, Liberty will notify such change to all affected subscribers at least thirty (30) days in advance. Any change by Liberty in its billing procedures, including billing cycle changes, will be notified in writing to all affected subscribers at least thirty (30) days in advance. No subscriber shall be billed for a service that has not been affirmatively requested. If Liberty requires a deposit or bond from a new subscriber, Liberty shall pay annual interest of 3%.
- 9. In cases of natural disasters such as hurricanes, earthquakes, flooding, or other similar events, Liberty will automatically credit the customer at a rate of 1/30th part of the monthly bill for each day with four (4) or more hours without service due to such events and in accordance with Liberty's records. For all other cases, Liberty will handle credits for service outages through its Customer Service Department, or pursuant to a written request from customer and in accordance with the particular days without the service claimed by the subscriber. After proper analysis, Liberty will grant applicable credits at a rate of 1/30th part of the monthly bill for each day with 4 or more hours without service in accordance with Liberty's records. Subscriber shall present any credit request due to service outages within thirty (30) days from the occurrence of such outage. Notwithstanding the foregoing, the subscriber will be responsible of notifying Liberty of the service outage in person, by telephone within three (3) days of such outage in order to consider the request.

# **VERSION - DECEMBER 2019**

# EQUIPMENT COMPATIBILITY AND USE OF SERVICE

This guide provides information regarding the compatibility of our cable services and consumer equipment, and how to use your cable service. If you don't find your particular situation described in this guide, please call us and we'll work with you to determine the cable setup appropriate for your needs.

All of our programming is delivered exclusively in encrypted, digital format to assure that services are received only by authorized subscribers. To access encrypted programming to which you subscribe, you will need to lease a set-top box or CableCARD for each television set, regardless of whether your TV, VCR or other device is capable of receiving unencrypted channels or is described as "cable ready." CableCARDs are provided for compatible "Unidirectional Digital Cable Products" that you may purchase at retail. These devices will enable you to access our one-way cable TV offerings without a set-top box, but due to device limitations, cannot access our "two-way" cable services, such as the electronic program guide, Pay-Per-View, and Video on Demand.

To operate your TV after it is connected to the cable system, turn on your television and the cable set-top box, and select the channel you wish to watch by selecting it on the set-top box using the remote control that came with the box. To ensure reliable operation, confirm the set-top box is plugged into a non-switched power outlet (one that is not controlled by a light switch) and that connections on the back are secure.

When you use our set-top box, you may not be able to use some features on your TV or VCR. For example, you may not be able to use display features (such as picture-in-picture and channel review), use a VCR to record one program while viewing another, or use a VCR to record consecutive programs on different channels.

As new technologies and services become available, additional compatibility problems requiring other special equipment may arise. We're committed to helping you get the most out of your cable television service. Please feel free to contact us to discuss the cable setup appropriate for your needs.

All of our leased set-top boxes include a remote control. However, you may also use certain compatible universal remote controls that may be purchased at retail. Most universal remotes manufactured since 2001 for sale in Puerto Rico should be compatible with the digital set-top boxes we deploy, but if you have questions about the compatibility of a specific remote with our service, please call us. The following is a representative list of compatible universal remotes currently available from retail stores:

# REMOTE CONTROLS FOR SET-TOP BOXES AND DVRS

- 1) RCA RCRHM02BR 2-Device Universal Membrane Remote
- 2) Logitech® Harmony® 650 Universal remote with color screen
- 3) RCA Model: RCR6473- 6 Device Universal Remote
- 4) Arris DRC800 4 in one universal Remote
- 5) GE 24927 8-Device IR Universal Remote Control
- 6) Universal Electronics Remote Control 2025 TV 4 Device / URC2025- XX / URC2025-BX / URC2025- BO

#### NOTICE OF AVAILABILITY OF BROADCAST TIER

Pursuant to § 76.1618 of FCC rules, we are providing this notification so that customers may choose to purchase a tier of video service that primarily includes access to local broadcast stations. The channels included in the broadcast tier are indicated in our channel lineup and the rate for this service is in our rate card, included in this package.

#### **VERSION - JUNE 2018**

#### **BACKUP BATTERY NOTICE**

#### MAINTAINING TELEPHONE CAPABILITY DURING ELECTRICAL OUTAGES

Our telephone service requires a modem (also known as an MTA) that is powered when connected to an electrical wall outlet. IF THE MTA LOSES POWER, YOUR TELEPHONE SERVICES WILL NOT WORK, INCLUDING 911 AND ANY HOME, SECURITY OR MEDICAL MONITORING THAT RELIES ON OUR TELEPHONE SERVICE. Certain MTAs include a battery slot that allows the installation of a backup battery. However, not all of Liberty's MTAs have this option. We offer our customers the option to purchase a battery that provides back-up power to certain MTAs during brief outages, as described below. Batteries are not included in our standard equipment rental since many of our customers prefer to avoid the extra cost of batteries by choosing to rely on mobile phones and/or providing their own backup power sources that can also power other equipment. You are responsible for making your own decision about whether or how to supply back-up power for your telephone service.

Cordless telephones require electricity and will not operate during a power outage even if you have purchased a back-up battery from us. If you purchase a backup battery or other power source, we recommend that you maintain at least one corded telephone to use during power outages.

#### **AVAILABLE BACKUP POWER OPTIONS**

Please refer to our Sales Form, our installation kit or www.libertypr.com to obtain backup battery pricing. Selfinstallation instructions will be provided with the battery and they are also available at our webpage. Please contact us at 787-355- 3535 to order a battery. If the battery does not work properly within thirty (30) days of the date that you purchase it from us, we will replace the battery at no additional cost.

You may be able to obtain a battery directly from the manufacturer of the MTA; please refer to the MTA manufacturer's website for more information. You may also be able to purchase a compatible battery for the MTA at retail from a third-party provider. Please search the MTA manufacturer's product materials for your model of MTA to assure that a battery is compatible with the device. You are solely responsible for any damage that results from the installation or use of a backup battery.

The backup batteries that we offer do not provide backup power for our Internet access service. You can purchase back-up power solutions from third parties, such as an uninterruptable power supply (UPS), that can provide backup power for your phone and modem, but please note that many UPS devices only last for a short time period, especially when used to power multiple devices. You may also wish to consider deploying other back-up power alternatives that may be available from electronics retailers, such as solar chargers, car chargers or mobile charging stations that may be more useful for extended outages. Please note that MTA batteries typically can only be re-charged through a powered MTA, so to use these alternatives to power your telephone service you may need to choose an option that can provide AC power to the MTA.

#### PERFORMANCE AND MONITORING OF YOUR BATTERY

The battery that you may purchase from us is rated by its manufacturer to last for at least 8 hours in standby mode, when the battery is new. The battery is intended to enable users to make short, emergency or other urgent telephone calls. During an extended outage, use your phone service sparingly to preserve your battery life. The actual length of time that your phone will be available during a power outage depends on many variables, including, but not limited to, the following: (i) the amount of phone usage when the phone modem is receiving power from a backup battery; (ii) whether a backup battery is properly installed and charged; (iii) the condition and age of a backup battery; and (iv) prior usage of the battery. Batteries lose capacity over time, and a leading supplier of MTA batteries has advised that the expected lifespan of an installed battery is 6-10 years. Battery performance may be degraded if the battery or MTA is stored at temperatures outside of normal room temperature (59-77°F), or if it is frequently discharged and charged. Failure to adhere to these proper storage and usage conditions will reduce the talk time available to you and the life of your battery in a power outage situation.

YOU ARE SOLELY RESPONSIBLE FOR TESTING, MONITORING, AND REPLACING YOUR BATTERY ON A REGULAR BASIS. We recommend that you check your battery at least every six months by checking the battery indicator while the MTA is plugged in or by checking your Home Phone's functionality while the MTA is unplugged. For instructions on installing, testing and battery maintenance, please review the user guide for the MTA which can be found at the manufacturer's web page.

We do not guarantee uninterrupted telephone services even for customers that have working backup batteries or other power supplies. In some instances, such as during a weather event, our network may experience other problems that would prevent normal operation of your services even if you supply power to your devices.

If you are concerned that the battery life of one of our batteries may not be enough, you may choose to purchase one or more additional batteries that can be installed in succession during an extended outage. Additional batteries should be stored at room temperature and should be rotated into the MTA at least once per year to recharge the main battery. Please note that, if you install a new battery when no AC power is provided to the MTA, you may need to press the reset button on the MTA for it to boot from battery power.

Do not place batteries into fire, intense heat, or liquids. Do not attempt to open or modify battery packs, and avoid skin contact with cracked or leaking batteries. For information about how to dispose of your used battery, please refer to the manufacturer's web site or contact them directly. The battery manufacturer name can usually be found on the bottom or side of the battery. You are responsible for reviewing all safety and other guidelines and instructions from the manufacturer of any battery or other backup power supply that you use with our services.

# VERSION - JUNE 2018

# FOR MORE INFORMATION

787-355-0606 | WWW.LIBERTYBUSINESSPR.COM