



Liberty Commercial Services Agreement (v. July 2023)

Thank you for choosing Liberty. This Commercial Services Agreement (“Agreement”) sets forth important terms and conditions that apply to all Services Liberty provides to you, including mandatory arbitration of disputes between us instead of class actions or jury trials. Services include wireless, fixed and wireless Internet, cable television, telephone, and any other product or 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.

GENERAL TERMS

- 1. Who is Bound by this Agreement?** By activating, using, or paying for any of Service, you are accepting and agree to be bound by this Agreement. If you do not agree, please contact Liberty immediately to cancel your order or Service and return any products. In this Agreement, unless otherwise specified, “Liberty” and “we” mean the Liberty affiliated companies, including their respective predecessors in interest, successors, and assigns, as well as their respective past, present, and future subsidiaries, affiliates, related entities, agents, and employees.

You must be 18 years old in United States Virgin Islands or 21 in Puerto Rico or an adult of legal age of majority in the state or country of residence where you live to enter into this Agreement. You are legally and financially responsible for all of your acts and omissions while using or accessing the Services, including the actions of anyone using your Account. You affirm that you have reached the legal age of majority or have been emancipated according to the applicable laws of the state or country of residence where you live, understand and accept this Agreement.

- 2. What’s Included in this Agreement?** This Agreement contains important information about:
 - Liberty Services provided to you;
 - Any equipment for which we provide Service or which we provide to you to be used with our Service, such as a phone, SIM card, router, set-top box, wiring or other accessory (together, “Equipment”);

- Any charges, fees, taxed and other amounts we will bill you or that were accepted or processed through your device (“Charges”);
- Privacy information;
- Network management practices;
- Limitations of liability; and
- Complaints and dispute resolution by arbitration, and class action and jury trial waivers.

This Agreement incorporates Liberty’s Privacy Policy, Liberty’s Acceptable Use Policy (both available at <https://www.libertypr.com/en/legal>), Customer Service Summary provided to you, and any other documents specifically referenced in the applicable Service Terms. You acknowledge that you have read, understand, and agree to these other documents. In the event of a conflict between the General Terms and the applicable Service Terms, the Service Terms control.

All Services are bound by the “General Terms” section. Please view the “Additional Terms” contained below in this Agreement applicable to Your Service(s):

- Wireless Service
- Internet Service
- Video Service
- Voice Service (in home)

This Agreement replaces all wireless customer agreements and terms of service for all services formerly provided by AT&T and Liberty.

- 3. Who Can Access Your Account?** You may designate one or more authorized representatives to act on your behalf with respect to the matters described in this Agreement. Any communication made by your authorized representative to Liberty shall be deemed your communication to Liberty and shall bind you. You agree that all users of your Services (including minors), are subject to the limitations and obligations of this Agreement, including but not limited to its arbitration provision and its privacy policy.
- 4. FOR PUERTO RICO CUSTOMERS ONLY – How to Resolve Disputes With Liberty and Suspension of Service for Nonpayment.** Liberty has adopted the following procedures 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 (Telecommunications Bureau Regulation Number 8065 of August 31, 2011).

a. Scope of the procedure: This procedure applies to all disputes that may arise between Liberty and its Puerto Rico customers.

b. First Stage - Billing or Service Objections:

i. 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, or (3) by sending an e-mail to servicio@libertypr.com; via telephone by calling 1-787-355-3535; or, in person, by visiting our Customer Service Centers.

ii. Monthly billing objections: Unless otherwise provided in this Agreement, for any billing dispute you must notify us within twenty (20) days from the Billing Date in writing to (1) PO Box 192296, San Juan, Puerto Rico 00919 Att. Dispute and Claims Department, (2) by sending an e-mail to servicio@libertypr.com; via telephone by calling (787) 355-3535; or, in person, by visiting our Customer Service Centers. YOU WILL HAVE TO MAKE A “PARTIAL PAYMENT” FOR THE AMOUNT THAT IS NOT BEING DISPUTED 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 FIRST THIRTY (30) DAYS EXPIRE. ADDITIONALLY, LIBERTY 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 will respond to any dispute regarding monthly charges within twenty (20) days after we receive it.

c. Second Stage – Reconsideration of the Decision: If you are not satisfied with the resolution of your claim in the First Stage above, within twenty (20) days of the mailing date of our decision you may request Liberty reconsider the decision in writing at PO Box 192296 San Juan, PR 00919-2296, Att. Disputes & Claims Department. You must include the following information: 1) your name, mailing address and account number; 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) home phone number and any other where you can be reached. Within twenty (20) days of our receipt of the reconsideration request, Liberty will notify you of the resolution. If the decision in reconsideration is adverse to you, you must pay the outstanding balance within thirty (30) days from the notification of the decision. If you fail to pay or appeal for review to the Bureau, Liberty may suspend or disconnect the Service(s).

d. Third Phase - Bureau Review: You have the right to request the Puerto Rico Telecommunications Bureau (“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@jrtp.r.pr.gov. For more information, you may contact the Bureau by telephone (787) 756-0804 and (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 Liberty. 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.

5. FOR UNITED STATES VIRGIN ISLANDS CUSTOMERS ONLY – How and Who to Contact in case of Rate Disputes. You may contact the United States Virgin Islands Public Services Commission at (1) email at vipsc1965@gmail.com or (2) directly to:

- a. **St. Thomas Customers:** 1300 Estate Ross Ste 4, St. Thomas, USVI 00802; phone (340) 776-1291, facsimile (340) 774-4971.
- b. **St. Croix Customers:** Estate Carlton Ste 1 & 2, Frederiksted, St. Croix, VI, 00820; phone (340) 778-6010, facsimile (340) 778-0302.

6. FOR ALL CUSTOMERS – 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 Bureau to hear through the dispute resolution procedure in Section 1, you or Liberty 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 Liberty.

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 Service Agreement, 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 the Service(s) if the third party denominates itself as a co-party with you or us (or a claim with or against you or us). As used in this Arbitration Procedure, the terms “you” and “us” include also any parent, subsidiaries, affiliates, license holders, predecessors, successors, assignees, all agents, employees, directors and representatives of them 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 Liberty pursuant to the Notice provisions of this Agreement contained in Section 21 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 arbiters' 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 illegal or unenforceable, for any reason, or if a claim is brought in a Dispute that is found to be excluded from this Arbitration Procedure, YOU AND

LIBERTY AGREE TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO WAIVE THE RIGHT TO A JURY TRIAL AND CLASS ACTIONS.

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

i. You and Liberty agree that any claim filed by you or by Liberty 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 Liberty'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 4 above.

7. EIN INFORMATION FOR PUERTO RICO CUSTOMERS ONLY.

a. In accordance with Administrative Determination No. 19-08 of the Department of the Treasury of December 9, 2019:

i. Fixed Services Provider:

1. Full Name: LIBERTY COMMUNICATIONS OF PUERTO RICO LLC
2. PHYSICAL ADDRESS: 279 PONCE DE LEÓN AVENUE, SAN JUAN, PR 00918
3. POSTAL ADDRESS: PO BOX 192296, SAN JUAN, PR 00919-2296
4. EMPLOYER IDENTIFICATION NUMBER: 66-0659935

ii. Mobile Services Provider:

1. Full Name: LIBERTY MOBILE PUERTO RICO INC.
2. PHYSICAL ADDRESS: 279 PONCE DE LEÓN AVENUE, SAN JUAN, PR 00918
3. POSTAL ADDRESS: PO BOX 192296, SAN JUAN, PR 00919-2296
4. EMPLOYER IDENTIFICATION NUMBER: 13- 3120943

8. EIN INFORMATION FOR USVI CUSTOMERS ONLY.

a. Mobile Services Provider:

- i. Full Name: LIBERTY MOBILE USVI INC.
- ii. PHYSICAL ADDRESS: 26 ESTATE CHARLOTTE AMALIE, ST. THOMAS VI 00802
- iii. POSTAL ADDRESS: PO BOX 192296, SAN JUAN, PR 00919-2296
- iv. EMPLOYER IDENTIFICATION NUMBER: 13-3764946

b. Fixed Services Provider:

- i. Full Name: BROADBAND VI, LLC
- ii. PHYSICAL ADDRESS: 6006 ESTATE PETERS REST, SUITE #2, CHRISTIANSTED, UNITED STATES VIRGIN ISLANDS, 00820
- iii. POSTAL ADDRESS: PO BOX 192296, SAN JUAN, PR 00919-2296
- iv. EMPLOYER IDENTIFICATION NUMBER: 51-0433298

9. Limited Warranty and Liability.

a. EXCEPT AS FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US, AND TO THE EXTENT PERMITTED BY LAW, WE PROVIDE ALL SERVICE(S) AND EQUIPMENT 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 LIBERTY 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 LIBERTY EQUIPMENT OR THE SERVICE(S) OR (B) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF ANY LIBERTY 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), LIBERTY EQUIPMENT, OR CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL, OR OTHER INFORMATION OR DATA).

c. You acknowledge that in order to provide the Service(s), 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 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.

10. How Can I get Credits for Service Interruptions?

a. Credits for Cable Television, Home Internet, or Home Telephone Service(s).

At times, Liberty may interrupt certain of the Service(s) provided at the Service Location 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. For these interruptions, Liberty will only 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 Portal, the miLiberty app, or at our Customer Service Centers. After reviewing your request and our records, if we determine your account should be credited, Liberty will apply credits due at a rate of 1/30th of your monthly bill for every day with four (4) hours or more without Service. You must present any credit request for interruption of Service(s) to Liberty within a period of thirty (30) days from the beginning of the interruption in Service. Nevertheless, you must notify Liberty about the interruption in Service(s), whether by telephone or by visiting Liberty, within a period of three (3) days from the beginning of said interruption for the request to be granted.

We will not issue any credit for any interruption due to your negligence, nonpayment, or violation of the terms and conditions of the Agreement. Liberty will not credit an amount above the monthly rate billed for the Service(s). We will not be liable for any failure or interruption of Service resulting in part or entirely from circumstances beyond our control, such as weather, interruptions in electric power, civil disturbances, terrorist acts, action or inaction by government authorities or any other cause that is unforeseen or out of the control of Liberty.

b. Credits for Wireless Services.

If your Wireless Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly Service fee for the time period your Service was unavailable, not to exceed the monthly Service fee. Our liability to you for Service failures is limited solely to the credit set forth above. Liberty is not liable to you for changes in operation or technology that cause or render your Device and/or software to be obsolete or require modification.

11. How Can I Use the Services?

Unless you subscribe to a plan that expressly permits otherwise, or as otherwise specifically authorized in writing by us, you agree to use the Services solely as specified in this Agreement and any Service Order and/or Work Order. Except for Wireless Services, you will not use Liberty 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) in whole or in part. You will not use or permit another to use Liberty Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Liberty policy applicable to the Service(s). Use of Liberty 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 Liberty 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 Liberty policies including, but not limited to, Liberty's Acceptable Use Policy and Customer Privacy Policy, available on our website www.Libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers. 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).

12. Does Liberty Check My Credit? Yes, for many of our Services and products Liberty may get information about your credit history from credit-rating agencies, which may affect your credit rating. We may change the conditions of use from time to time for you based on your credit history, payment history, payment method, deposit payment, as well as other factors. This includes, but is not limited to, enforcing a different collection path and/or disconnection procedure to the one established in Section 11(d) of this Agreement. You agree that Liberty may obtain and use your credit history, and report information to any credit-rating agency.

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

14. How do I Pay for Service(s).

a. You agree to pay all charges we assess and bill you, or that were accepted or processed through your account. These charges may include charges for installation and service call; monthly service charges; paper billing charges; measured and per-call charges; roaming charges; charges for the use of Liberty Equipment; Device and other installment plan payments if you purchased your Device or other Services under a Liberty installment plan; charges for content, third party charges, and other purchases billed to your account; pay per use and overage charges; charges for your requested removal, modification and/or or transfer of Liberty Equipment; and applicable federal, state, and local taxes and fees, and other charges as set forth in your invoice. Some usage charges, such as those that depend on information from a third party, may be billed in subsequent bill cycles after the charges have been incurred.

b. Liberty shall provide you the Service(s) based on the type and amount of Service(s) requested. The contractual price may vary depending on the timeframe of the offer or plan you purchase. We bill all charges related to the Service(s) monthly and you must pay in advance of receiving Service(s) 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. Wireless Rate Plans. For Wireless Services, if you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, messages, or data), unless otherwise specifically provided as a part of such rate plan, any unused allotment of Services from one billing cycle will not carry over to any other billing cycle. Usage on networks not owned by Liberty is limited as provided in your rate plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. You can make donations and purchase goods, Content, apps, and services (including subscriptions) from certain other companies (“Third Party Charges”) or us by billing those charges to your wireless Account. You are responsible for all authorized Third Party Charges which will appear in a separate section of your bill. You can prevent third party purchases by adding Purchase Blocker to your Account through your miLiberty app or call Customer Service at 1-833-641-3035.

d. Per Minute Charges. Voice calls on our Wireless Service network will incur per-minute voice airtime charges unless specified otherwise in your rate plan. We round any fraction of a minute up to the next full minute. For outgoing calls, billable time may start either when you first press Send or when the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press End or after the call disconnects. For calls made on our network, we charge only for calls that are answered, including by machines. For more information about current rates please call us or refer to our website www.Libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers. Not all fees apply to all Service(s).

e. Messaging Service/Text, Picture, Video, and Rich Communication Messages: If your rate plan does not include unlimited or an allotment of messaging, standard pay-per-use rates apply when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Generally, one text message equals 160 characters; however, text messages that include special characters, like emojis or non-Latin alphabet characters may be limited to 70 characters. Text messages that exceed the character limit will be charged as multiple individual messages according to your rate plan. Messaging Service can deliver video and pictures messages (MMS) up to only 1MB in size, or up to 100MB in size with RCS. Liberty reserves the right to change the message size limit at any time. Messages sent to tablets, laptops, or other connected Devices are excluded from unlimited messaging plans or plans including unlimited messaging. You are charged for each part of messages that you send or receive in multiple parts. Message rates apply whether the message is read, unread, solicited, or unsolicited. Messages sent through applications may incur data usage charges.

Plans that do not provide for unlimited messaging are subject to the following provisions:

SMS and MMS messages are rated at 160 characters per message. Messages larger than 160

characters will be rated as an additional message. You are charged for each part of messages that are delivered to you in multiple parts. Premium SMS and MMS messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. or while outside the U.S. Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited.

With Advanced Messaging (RCS) chat, your wireless rate plan's SMS and MMS rates apply. Each text/file attachment counts and is charged as a separate SMS/MMS. If you do not enroll in a monthly recurring plan for messaging or data, you may still have access to messaging and data and be charged on a pay-per-use basis if you use those Services.

f. Data Service: Data Service usage is calculated and billed in full KB or MB increments, as applicable, based on your rate plan. Actual data usage is rounded up to the next full KB or MB at the end of each data session for billing purposes. Liberty calculates a full KB or MB usage for every fraction of the last KB or MB of data usage occurring in each session. The full KBs or MBs calculated for each data session during a billing period are added together to determine billing. Network overhead, software update requests, email notifications, and resend requests caused by network errors can increase measured KBs or MBs. A data session started on our network will continue until the session ends, even when you connect to a Wi-Fi network after the session starts. For example, if you start to download an audio file using cellular data and then connect to a Wi-Fi network while the audio file is still downloading, your audio file will continue to finish downloading over the cellular network. Your bill may not separately identify the data usage attributable to your use of specific sites, sessions or services used.

Data use occurs whenever your Device is connected to our network and is engaged in any data transmission, including those you initiate, or those running automatically in the background without your knowledge and whether the data transmission successful or not. Some applications, content, programs and software on your Device (including both downloads and preloads) automatically and regularly send and receive data transmission in order to function properly, without you affirmatively initiating the request and without your knowledge.

Your rate plan data allowance is limited to usage in the United States, unless service in other locations is included in your rate plan or international roaming is included as part of your rate plan or package.

g. Data Overage: Once you exceed your monthly data allowance (including any available data, such as Bonus Data or Rollover Data), during your billing period, you may automatically be provided with additional increments of data and charged as specified in your rate plan. Data overage can be used only in the bill period for which it was provided and does not rollover.

h. Fixed Services Paper Bill Fee. You 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 Request Form 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.

i. Mobile Only Services Bill. Unless agreed to otherwise when you subscribe, you may receive an electronic (paperless) bill at Liberty’s online account management site unless you tell us you want a paper bill. If you have electronic billing, each month we will send an email notice to your official email address on file with Liberty when your electronic bill is available. You may review your monthly bill or switch back to a paper bill by changing your billing preferences.

j. Late Fee. If you do not pay within thirty (30) days from the Billing Date, you may 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. If you resume Service(s) after any disconnection, we may charge a reconnection fee, installation fee, and/or service activation fee. Additionally, you shall remain liable for any unpaid service fees, Late Fees, and for any unreturned Liberty 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.

15. Will Liberty Change My Services, Rates, or Policies? Liberty may, at any time and periodically, change our Service(s), Liberty 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.

16. What is the Term of My Agreement? 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 agreement, you will be subject to Section 17(a) of this

Agreement. If you have agreed to a monthly agreement, you will be subject to Section 17(b) of this Agreement. Please refer to your Work Order and/or Service Order for the Term of this Agreement.

17. 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.

a. Annual Agreement: If you have agreed to an annual services agreement, You agree that the term of duration of your Agreement shall be twelve (12) or twenty four (24) months from the installation and/or 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 Liberty. 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 an early cancellation fee according to current laws plus the debt for the Services rendered until the end of your current billing cycle. Additionally, you understand that at the end of the original term of one (1) year, 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, you may cancel the Agreement at any time without any penalty and your cancellation shall be effective at the end of the billing cycle in progress at the time of cancelling. Please refer to Section 18 for more details on Customer Termination.

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. You 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 14 for more details on Customer Termination.

c. Self-Installation: If you self-install Liberty Equipment, Service charges begin the earliest of (1) the day on which you picked up Liberty 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 Liberty Equipment is not required for the Service(s) or a few days after the date we ship Liberty Equipment to you.

18. WHEN AM I IN DEFAULT? WHEN WILL LIBERTY SUSPEND SERVICE? HOW IS THIS AGREEMENT TERMINATED? No express or implied waiver by Liberty 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 you of your obligation to pay Liberty all amounts due.

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

i. You are more than thirty (30) days past due with respect to any payment required hereunder;

ii. You otherwise have failed to comply with the terms of this Agreement, applicable Liberty policy or any other Service Order(s) incorporated herein.

b. Customer Termination for Convenience: Subject to any applicable early cancellation fees, you may terminate this Agreement by notifying Liberty 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 Liberty Equipment. You must return all Liberty 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 Liberty 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 Liberty Equipment before that date. Liberty may refuse to sign a new agreement with you if you have an outstanding debt to Liberty. 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 you may have made to satisfy any outstanding amounts owed.

c. Liberty’s Right to Terminate. If you are in default, Liberty shall have the right, without prior notice, and in addition to any other rights of Liberty expressly set forth in this Agreement and any other remedies it may have under applicable law to:

i. Immediately suspend Services until such time as the underlying noncompliance has been corrected without affecting your on-going obligation to pay Liberty any amounts due under this Agreement;

ii. Terminate the Services, this Agreement or the applicable Work Order(s) and/or Service Order.

19. Indemnification. You agree to indemnify, defend and hold harmless Liberty, 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) and suppliers 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.

- 20. Modifications.** Liberty may modify this Agreement, as well as the terms and conditions that are incorporated by reference, at any time and without prior notice, except where otherwise provided by law. By continuing to use our Service(s), you accept and agree to be legally bound by this Agreement, including any modification thereof. If you do not agree to be legally bound by these terms and conditions, or to any modification thereof, you should immediately stop use of the Service(s) and notify our Customer Service Department to terminate the account, subject to any applicable termination fees. The updated version of this Agreement and the terms and conditions that are incorporated by reference can be found on our website, www.Libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers and at our Customer Service Centers.
- 21. Feedback.** Liberty welcomes your comments about our Services or other offerings. However, any communication you send to Liberty will be deemed submitted on a non-confidential basis and will become the exclusive property of Liberty. Liberty may, in its sole discretion, reproduce, use, publish, modify, publish, distribute or otherwise use these communications in any way and for any purpose. Any use Liberty makes of such communications shall not entail any liability or obligation for the user. These uses may include, for example, the use of the content of such communications, including the works, trademarks or names, ideas, inventions, concepts, techniques or know-how disclosed on the Account Portals for any purpose, without any obligation to compensate the author of such communications and without any liability to that person.
- 22. 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 English language version shall control the meaning of all such conflicts or potential conflicts.
- 23. 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).
- 24. How to Contact Us.** For any inquiries or notices required in connection with this Agreement, you may contact us at:
- Liberty**
PO Box 192296
San Juan, PR 00919
Att. Legal Department
- 25. 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 methods will constitute sufficient notice, if such notice is necessary. 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.

- 26. Entire Agreement.** This Agreement and the other documents incorporated by reference constitute the entire agreement and understanding between Customer and Liberty 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. Liberty 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.
- 27. Governing Law.** For residents of Puerto Rico, 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. For residents of the U.S. Virgin Islands, this Agreement is and shall be governed, to the extent required, by the applicable federal laws or the laws of the U.S. Virgin Islands.
- 28. Force Majeure.** Liberty shall not be liable for any delay or failure of performance or Liberty Equipment due to causes beyond its control, including, but not limited to: acts of God, hurricane, 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 Liberty, 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. Unless required by applicable law, Liberty will not provide credits to customers for any delay or failure in performance due to Force Majeure events.
- 29. Assignment.** You may not assign this Agreement, the Service(s), or Liberty Equipment. You agree to notify us immediately of any changes of ownership or occupancy of the Service Location. If you request to transfer your account to another Service Location, Liberty may change the package of Service(s) to which you are subscribed, to the package of services existing at that moment. We may freely assign our rights and obligations under this Agreement with or without notice to you.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES

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

- 30.** Liberty wireless service ("Wireless Service"), is provided by Liberty Mobile Puerto Rico Inc. and Liberty Mobile USVI Inc., acting on behalf of its FCC-licensed affiliates or Liberty's assignee or successor ("Liberty" or "us" in these Wireless Service Terms). For

questions about Wireless Service, please visit www.Libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers or call 1 (833) 641-3035. For questions about other Services, please visit www.Libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers or call (787) 355-3535.

- 31. What Is Included in My Wireless Service?** Your Wireless Service includes: Services included in your rate plan, which sets forth your monthly usage allotment and charges for voice, messaging and/or data services; overage rates when you exceed your rate plan's monthly usage allotment; pay-per-use rates; and your coverage area. Unless specified otherwise in your rate plan terms, any unused allotment of voice, messaging and data services, from one billing cycle will not carry over to any other billing cycle. Any optional features and services you add to any line on your Account may be subject to additional charges and terms and conditions. Unless otherwise specified in your rate plan, your Wireless Service does not include—and additional charges may apply for use of—other carriers' networks in the U.S. or while traveling internationally. Liberty Wireless Service may be used with: (a) a mobile device that contains a SIM that is assigned to your Account or (b) a device that is designed and purchased for use exclusively on Liberty's network (referred to in the Wireless Service Terms interchangeably as "Device" or "Equipment").
- a. Voice Service:** If your rate plan includes voice service, subject to the limitations in this Agreement, you can make and receive calls within your rate plan's coverage area ("Voice Service"). Additional charges may apply for Voice Service used outside your rate plan's coverage area.
 - b. Messaging Service:** If your rate plan includes the ability to send and receive Liberty text (SMS), pictures or video (MMS), chat messages (collectively "Messages"), subject to the limitations in this Agreement, you will be able to receive and send such messages ("Messaging Service"). Apps that use other messaging protocols and over the top third-party messaging apps may incur data charges. Messages sent from or received on tablets, laptops, smart watches, or other connected devices are treated as data usage, not messages. Liberty does not guarantee delivery of messages. Messages, including downloaded content, not delivered within 72 hours will be deleted and no longer available. Liberty reserves the right to change this delivery period as needed without notification. Advanced Messaging will not work if messaging or data has been blocked on your line. Maximum limits on group message size apply depending on device mix and capabilities. MMS and SMS Messaging Service and data plan may need to be provisioned on an account in order to use Messaging. Some elements of Messages may not be accessible, viewable, or heard due to limitations on certain wireless devices. Liberty reserves the right to change the Message size limit at any time without notification. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging. You may receive unsolicited messages from third parties as a result of visiting internet sites.
 - c. Data Service:** If your rate plan includes data, subject to the limitations in this Agreement, you will be able to browse the internet and access wireless services, content and apps, including those that enable sending and receiving of emails, use of GPS

navigation, streaming of video, and other customary mobile internet-enabled capabilities (“Data Service”). Services provided via the Data Service may be provided by Liberty or its affiliates, assignees, successors, or by third parties subject to service-specific terms and conditions.

- d. Caller ID:** Your caller identification (“Caller ID”) information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of Caller ID information. Contact customer service for information on blocking the display of your name and number. Caller ID blocking may not be available when using Data Services. If applicable to your rate plan and Device, an in-coming call identification feature may apply that will notify of in-coming calls and that may apply generic labels such as telemarketing, suspected spam, and/or suspected fraud to some of those calls.

32. Where, How, and When Does My Wireless Service Work?

To activate and maintain your Wireless Service you must have a U.S. mailing address and live within Liberty’s owned and operated network coverage area. Our coverage maps can be found at <https://www.libertypr.com/en/5g> . There are gaps in coverage maps, which, by their nature, are only approximations of actual coverage. Please be aware that even within your coverage area many things can affect the availability and quality of your Wireless Service, including, but not limited to, network capacity, your Device, your rate plan, terrain, buildings, foliage and weather. Wireless Service or particular wireless technologies (such as 5G) will not be available in all areas at all times.

We utilize different network technologies in our wireless network and not all Devices work on all wireless technologies. We do not guarantee that you will receive any specific network capability at any given time, including any particular network speed. Actual network speeds depend upon device characteristics, network technology, availability, coverage, tasks, file characteristics, applications and other factors.

Wireless Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

- 33. Primary Place of Use.** To determine your primary place of use (“PPU”) and which jurisdiction’s taxes and assessments to collect, you’re required to provide us with your street address. If you don’t provide us with such address, or if it falls outside our licensed Services area, we may either reasonably designate a PPU within the licensed Services area for you or discontinue service.

34. Service Activation and Term Commitment.

a. Term Commitment: If you have agreed to a Service Commitment, you are required to maintain Wireless Service on an eligible plan for the Service Commitment period. Once you complete your Service Commitment, your contract for Wireless Service will continue on a month-to-month basis and automatically renews unless you cancel it or your Wireless Service is otherwise terminated. If you do not have a Service Commitment (for example, you purchase your Device from us at full retail price, under an installment plan, or bring your own Device), your Service is provided on a month-to-month basis and automatically renews unless cancelled or terminated. See www.libertypr.com (for Puerto Rico customers) or www.libertyvi.com (for USVI customers) for details on how to cancel.

b. Device Activation: If you purchased a Device that was shipped to you, you agree to activate the Device within seven (7) days of the shipment date. If your Device is not activated by you, for post-paid Wireless Service, we may activate the Device for you within a month of shipping and your monthly recurring charges, and any applicable Service Commitment, will begin.

c. Your Termination Rights and Ability to Change Wireless Service: You can cancel any individual line of Wireless Service on your Account or your whole Account at any time. You must pay all amounts owed for Wireless Service used prior to cancellation including applicable taxes, surcharges, and other fees. Authorized agents may charge additional fees. If you cancel your Wireless Service within the first 3 days of activation, we will refund your activation fee, if applicable. If you have a Service Commitment, you can cancel Wireless Service within 14 days of activation by returning the Device you purchased, and you will not be required to pay an ECF. Your Device must be in like-new condition with original packaging to be eligible for return. See www.libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers, for details. Liberty also may charge you a restocking fee for any returns. If you cancel prior to end of your billing period, your monthly Wireless Service charges are not refunded or prorated.

You also can change your Wireless Service at any time, but the Wireless Service available to you depends on your Device. Your Device may require certain Wireless Service, for example, smartphone users must have a rate plan that includes both voice and data.

35. Prohibited Uses of Wireless Services.

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of all our customers to have access to reliable services provided at reasonable costs, we forbid certain activities and uses (“Prohibited Network Uses”). We may take any and all reasonable actions necessary to prevent and stop Prohibited Network Uses or any other violation of Liberty’s Acceptable Use Policy. Prohibited Network Uses include use of Liberty Wireless Service that, in Liberty’s sole determination hinders other customers’ access to the wireless network; involves a mechanism that is used to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission; negatively affects our network or compromises network security or capacity; excessively and disproportionately contributes to network congestion; adversely impacts network service levels or legitimate data flows; degrades network performance; causes harm to other customers; uses any Device for Wireless Service with an ineligible rate plan, constitutes the

reselling of any Wireless Service, or is excessive or unreasonable.

- 36. Examples of Prohibited Network Uses of Messaging Service:** Our Messaging Services are provided solely for communication between, and/or initiated by, individuals for personal use. You may not use Messaging Services for commercial purposes. See Liberty's Acceptable Use Policy (located at www.libertypr.com/en/legal/ / www.libertyvi.com/en/legal/ for more information. We may terminate or restrict your Messaging Service for tethered messaging, excessive use, or misuse.
- 37. Unlimited Data Plans.** If you are subscribed to a Liberty unlimited data plan, you agree that "unlimited" means you pay a single monthly flat rate for wireless Data Service regardless of how much data you use. You further agree that "unlimited" does not mean that wireless data will be transmitted at any particular speed or that you can use Liberty's wireless Data Service in any way that you choose or for any Prohibited Network Uses. If you use your unlimited data plan in any manner that is prohibited, Liberty can limit, restrict, suspend or terminate your Data Service. We may also migrate you from the unlimited data plan to a tiered data plan and charge you the appropriate monthly fees. We will provide you with notice of this change at least one billing period in advance either by a bill message, email, text message, or other appropriate means.

Liberty may also reduce your data throughput speeds at any time based on the terms of your data plan, which may include times when your usage exceeds an applicable, identified data usage threshold during any billing period. Reduced data throughput speeds mean you may experience reduced data speeds and increased latency, which may cause websites to load more slowly and affect the performance of data-heavy activities such as video streaming.

Reduced data throughput speeds apply when using Data Services at times and in areas experiencing network congestion compared to other customers using the same cell site. Standard speeds will resume once the cell site is no longer congested or when your data session moves to an uncongested cell site, and speeds will no longer be reduced during periods of network congestion at the start of your next billing period, unless your usage again exceeds an applicable, identified data usage threshold for that next billing period.

There are no mobile network-related speed reductions if you use Wi-Fi, and Wi-Fi data usage does not count against a monthly data usage threshold for wireless Data service.

- 38. Liberty's Rights to Change, Reduce, Cancel, Suspend, Interrupt or Terminate Wireless Service or the Agreement.** Liberty can take any and all actions necessary to protect the Liberty wireless network, ensure compliance with this Agreement and prevent and/or stop Prohibited Network Uses. Liberty may also change, reduce, interrupt, suspend, limit or cancel your Wireless Service or terminate your Agreement without advance notice for any reason, including, but not limited to the following actions by you or any user of your Device or on your Account: misconduct; living or predominantly using Wireless Service outside of the Liberty owned and operated domestic network coverage area;; and engaging or attempting to engage in Prohibited Network Uses.

If you lose your eligibility for a particular Wireless Service, we may modify, remove, or change your Wireless Service to one for which you qualify. **If we determine that you are using your Device without the correct rate plan, we reserve the right to switch you to the required rate plan and charge you the appropriate monthly charges and fees.** If we change your rate plan, you may change to another eligible rate plan. We may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the limited availability of wireless bandwidth and spectrum. We may reduce your data throughput speeds at any time or place according to your rate plan.

39. Use of Wireless Service on Other Wireless Carrier Networks. Liberty has agreements with other wireless carriers that allow you to use Wireless Service outside of Liberty's owned and operated wireless network. Within the U.S. and certain U.S. territories, the use of other carrier networks is referred to as domestic off-net usage. Use of other carrier networks while traveling internationally is called international roaming or international off-net usage. Both off-net usage and international roaming are dependent upon the agreements we have at any given time with other wireless carriers, and the network technology, frequencies, and functionality of those networks. Availability, quality of coverage, and speed for Wireless Service for off-net usage and international roaming are not guaranteed and may be changed without notice. Liberty may also reduce speeds or suspend wireless Data Service for off-net and international roaming at any time without notice and without regard to the amount of data you have consumed during the billing period.

40. Limit on Use of Other Wireless Carrier Networks in the U.S.: In most cases you are not charged separately for domestic off-net usage. Please check your rate plan terms to determine whether any extra charges apply for domestic roaming. However, if your rate plan provides for off-net usage, you still must use your Device predominantly within the Liberty owned and operated wireless network. Please be aware that your Device may connect to another wireless carrier's network even when you are located within the Liberty owned and operated network coverage area.

a. Use of Wireless Service while Outside the U.S.: Your rate plan may include the capability to send and receive calls and text messages and use data for international roaming. Certain eligibility restrictions may apply to international roaming, which may be based on Wireless Service tenure, payment history and/or credit. We may in our sole discretion block or remove your ability to use international roaming until our eligibility criteria is met. International roaming rates apply to any calls made or received, messages sent, and data used while outside the U.S. International roaming rates are subject to change without notice and vary by country. **If you do not subscribe to an international roaming package or plan, you will be charged pay-per-use rates that may be substantially higher on a per unit basis than international package rates.** Coverage within other countries and territories may vary depending on your Device type, plan and package and may be changed by us at any time without notice. For rates, coverage, countries and details, see www.libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers. We may send courtesy "alert" messages when your Device connects to a wireless network in another country to notify you of international roaming data use. There is no guarantee you will

receive these alerts and they are not a guarantee of a particular bill limit. You may be charged international roaming voice airtime usage rates when incoming calls are routed to voicemail, even if no message is left, for both the incoming call and the call forward to voicemail. You may also incur those roaming charges for unanswered calls if your Device is powered off if you previously had turned it on and allowed it to register on a foreign carrier's network; there may be a lag time between when you power off your Device and when you are no longer registered on the foreign carrier's network. You will be charged for all data usage, including without limitation your use of messaging apps, visual voicemail and access to cloud-based services. You may also be charged taxes on international roaming rates. Billing for international roaming usage may be delayed up to three billing cycles due to the time it takes for wireless carriers to report international roaming usage.

Please note that substantial charges may be incurred if your Device is taken out of the U.S. even if international roaming is not intentionally used. Many Devices have preloaded and downloaded apps that transmit and receive data without user intervention and can generate unexpected charges when your Device is powered on outside the U.S. **If you want to block international roaming services, please call Liberty (at no charge from your Liberty wireless phone).**

b. Use of Wireless Service for Calls or Messages to International Phone Numbers. International long distance includes calls or messages made from the U.S. to any other country. **Unless you subscribe to a package or rate plan that includes international long distance, you will be charged pay-per-use rates for calls or messages initiated from the U.S. to any other country.** International long distance calling rates are charged on a per-minute basis and are subject to change without notice. **Unless a foreign country is included as a calling destination within your rate plan's coverage area, international long distance rates are charged for each call in addition to usage of your rate plan voice airtime minutes.** Calling or messaging to some countries may not be available. Calls to international wireless numbers may cost more than calls to wireline numbers. If a call is placed to an international wireline number and the call is forwarded to a wireless number, you will be charged for a call terminated to a wireless number. Additional charges apply to numbers for premium rated services. For rates and details visit [\[\[LINK\]\]](#).

c. Wi-Fi Calling for Liberty Wireless Customers.

TTY Devices are not compatible with Wi-Fi Calling. Wi-Fi Calling lets you call and text over Wi-Fi when cellular coverage is limited or unavailable. Your Device must be set to Liberty HD voice and have internet access. Loss of your internet connection during voice Wi-Fi Calling will disconnect your call, including 911 calls. In the U.S. or internationally, you can use Wi-Fi Calling to call numbers in the U.S. at no additional charge (excluding 411 calls and other premium numbers). International long distance rates/plans apply when calling international numbers from within the U.S. International roaming rates apply when calling international numbers while traveling outside the U.S. Certain countries restrict Wi-Fi calling. No Wi-Fi Calling to 211, 311, 511, and 811.

911 Calling with TTY & Real-time Text: Due to technical limitations, **Wi-Fi Calling cannot be used with TTY devices and will not support TTY 911 calls.** Persons with

communications disabilities can use Real Time Text as an alternative to TTY. 911 services can be reached by either (1) calling 911 using Real Time Text, (2) calling 911 directly using a TTY device over the cellular network or from a landline telephone, (3) sending a text message to 911 directly, (4) using relay services to place a TTY or captioned telephone services (CTS) call from a wireless phone or from a landline telephone, or (5) using relay services to place a IP Relay or IP CTS call over a cellular or IP network.

911 Call Routing: 911 calls using Wi-Fi Calling will first attempt to route to the appropriate emergency response center using automatic location information from your Device or, if that fails, the Emergency Address (no P.O. Boxes) entered in your Wi-Fi Calling settings. To set up Wi-Fi Calling you will need to enter a US address. You can change your Emergency Address at any time by selecting “Update Emergency Address” in your Wi-Fi Calling menu. To ensure proper routing of 911 calls update your Emergency Address as needed. 911 service may be delayed or unavailable if automatic location information is unavailable or if using Wi-Fi Calling from a location different from the Emergency Address you entered.

You acknowledge that you received and understand the foregoing information about 911 calls using Wi-Fi Calling as a Liberty Wireless Service customer, and you further agree that if you dial 911 on a Device using Wi-Fi Calling, Liberty may treat the automatic location information transmitted by your Device as your temporarily updated Wi-Fi Calling Emergency Address.

41. Your Device.

a. Terms Applicable to Use of Your Device with Wireless Service: We may periodically change your Device’s preloaded software, apps or programing remotely, without notice (e.g., to update Device software or direct your Device to use network services most appropriate for your typical usage). We may also remotely program or reconfigure your Device upon activation on the Liberty network and at other times, as well as install additional software and apps. You cannot (nor can you allow anyone else to) make any modifications to any Device purchased from Liberty or its programming to enable it to operate on any other system, except in accordance with the Liberty Device Unlock Policy found at www.libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers. We may, at our sole discretion, modify the programming of your Device to enable operation on other systems. You may not tamper with, replace, or modify your Device operating system from its original equipment manufacturer specifications and capabilities. You are solely responsible for complying with United States Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Device.

b. Stolen or Lost Device: Contact us immediately to report your Device as lost or stolen so we can suspend your Wireless Service. If you receive your bill and there are charges for unauthorized usage after you reported your Device as lost or stolen, you must notify us of the unauthorized charges within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to paying your monthly Service charges. **You can report your Device as lost or stolen by contacting us at 1-833-641-3035.** If you have not received a courtesy suspension of monthly Service charges

during the previous year, you may request a courtesy suspension until you replace or recover your Device (up to 30 days).

c. Unlocking a Device: Your Device may have been programmed with a SIM lock which prevents it from operating with other wireless carriers' networks. If you wish to use your Device with another wireless carrier, you must enter an unlock code to unlock the phone. You can find out whether you meet the eligibility criteria in our Device Unlock Policy and, if eligible, obtain unlock instructions by visiting www.libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers.

42. Liberty Use of Location Information. Liberty collects information about the location of your Device from our network and from your Device. We monitor, collect, and use this location information, together with other information we get from our network and your Device, to provide Wireless Service to you. We also use it to maintain and improve our network and the quality of your wireless experience. **For more information about how we may collect and use information, including location, please refer to the Liberty Privacy Policy.**

43. NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service). Liberty has chosen to offer, at no additional charge, wireless emergency alerts, including enhanced geo-targeting (where selected by the alert originator and supported by the handset), within portions of its service area, as defined by this Agreement, on wireless emergency alert capable Devices. Wireless emergency alerts, including enhanced geo-targeting (where selected by the alert originator and supported by the handset), may not be available on all Devices or in the entire service area, or if a subscriber is outside of the Liberty service area. In areas in which the emergency alerts are transmitted, such alerts may not be received even though a Device is capable of receiving them. For details on the availability of this service and wireless emergency alert capable devices, including the availability and benefits of enhanced geo-targeting (where selected by the alert originator and supported by the handset), please ask a sales representative, or go to Puerto Rico Customers www.Libertypr.com / USVI Customers www.libertyvi.com. This notice is required by FCC Rule 47 C.F.R. § 10.240 (Commercial Mobile Alert Service).

In transmitting emergency alerts pursuant to federal law, Liberty shall not be liable to any subscriber to, or user of, Liberty's Wireless Service or Equipment for any act or omission related to or any harm resulting from the transmission of, or the failure to transmit, an emergency alert; or the release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering an emergency alert.

44. Mobile Content. You understand that Devices can be used to acquire or purchase goods, content, and services (including subscription plans), such as ring tones, graphics, games, applications and news alerts from Liberty or other companies ("Content"). You may contest and seek refunds for unauthorized purchases and purchases with which you are not satisfied, but such refunds are not guaranteed. Liberty reserves the right to restrict Content

purchases or terminate the Account of anyone who seeks refunds on improper grounds or otherwise abuses this Service. Actual Content may vary based on the Device capabilities. Content may be delivered in multiple messages. Content charges are incurred at the stated one-time download rate or subscription rate, plus a per kilobyte or per megabyte default pay per use charge for the Content transport when delivered, unless you have a data or rate plan and such charges appear separately on your bill. You may be charged each time you download Content. Data Service charges may apply in addition to Content charges.

45. Miscellaneous Services.

a. Lifeline and Affordable Connectivity Program Services: As part of these federal government programs, Liberty offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline or Affordable Connectivity Program services, call (787) 405-5463.

b. Liberty Wireless Internet Service: Liberty Wireless Internet service (formerly Wireless Home Phone and Internet service or WHPI) uses mobile wireless gateway equipment called a Liberty Wireless Internet device (“WI Device”). With Liberty Wireless Internet service, the WI Device allows you to connect a landline phone to place and receive calls, and to connect up to eleven internet-capable devices (one via Ethernet and ten via Wi-Fi) to have mobile broadband internet access over the Liberty wireless network.

Liberty Wireless Internet service requires that you subscribe to an eligible wireless rate plan to take advantage of one or both capabilities. Tiered shared rate plan options allow you to share a monthly allotment of domestic wireless talk, text, and/or data usage among your connected internet-capable devices. If your usage exceeds the monthly allotment of the plan you select during a billing period, you automatically will be charged for overages or your data may be slowed as specified in your plan. If you do not use all of the monthly allotment(s) of the plan you select during a billing period (or Rollover period, as applicable), you forfeit that usage.

If your WI Device is used to roam on other carrier networks, Liberty’s off-net usage restrictions apply. Messaging services and international roaming are not supported by Liberty Wireless Internet service. If you use a wireless rate plan not designed for Liberty Wireless Internet service with your WI Device, Liberty reserves the right to switch you to an appropriate plan and bill you the associated charges for such plan.

911 calls are routed based on the wireless network’s automatic location technology. You should expect to provide your location address to the emergency response center responsible for sending first responders (e.g., police, medical assistance, or fire) to your location. The WI Device has battery backup power and will work in the event of a power outage. However, if you connect a landline phone to the WI Device that itself requires external electric power to operate (e.g., a cordless phone), you will not be able to place and receive calls over that phone during a power outage.

46. Disclaimer of Warranties and Limitations of Liability for Wireless Service.

a. Disclaimer of Warranties: Unless prohibited by law, the following limitations of liability apply in addition to other disclaimers in this Agreement. We make no warranty, express or implied, of merchantability or fitness for a particular purpose, suitability, accuracy, security, or performance regarding any Device, Wireless Service, Software or applications. Because of inherent limitations in wireless communications, and because we cannot control your choice or use of wireless Devices, to the maximum extent permitted by law, in no event will Liberty be liable, for any act or omission of a third party we do not control; damage or injury caused by third party information, applications or content (e.g. apps, games, etc.) preloaded, accessible, or used through your Device; damage or injury caused by interruptions, failures to transmit, or delays in the Wireless Service provided by or through us; damage or injury caused by your use of Wireless Service provided by us while you are operating a vehicle; claims against you by third parties;

b. Limitations of Liability for Wireless Service: In addition to the limitations of liability set forth in this Agreement, your Wireless Service is also subject to the following additional limitations of liability. Not all plans or Wireless Services are available for purchase or use in all sales channels, in all areas or with all Devices. Liberty is not responsible for loss or disclosure of any information you transmit or provide to us. Liberty's Wireless Services are not equivalent to wireline internet. Liberty is not responsible for nonproprietary services or their effects on Devices.

We may, but do not have the obligation to, refuse to transmit any information through the Wireless Services and may screen and delete information prior to delivery of that information to you. There are gaps in service within the Wireless Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO INTERNET, VIDEO, AND VoIP SERVICES PROVIDED TO YOUR HOME.

47. Service Location, Access, and Installation:

a. Access to Service Location. You grant Liberty the right to enter the property at which the Service(s) and/or Liberty 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 Liberty 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 you are not the owner of the building, you agree to indemnify and hold Liberty harmless of any liability for any claims that the owner of the property may make as a result of the Service(s) provided under this Agreement.

b. Installation Review; Interference. Liberty 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 Liberty determines that safe installation and/or activation of one or more of the Services will have negative consequences to Liberty's personnel or network or cause technical difficulties to Liberty or its customers, Liberty 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 Liberty Equipment or provision of a Service is subject to interference or obstruction due to any cause other than Liberty's actions or (ii) such interference or obstruction, or its cause, may endanger, hinder, harm or injure Liberty's personnel or network and/or cause technical difficulties to Liberty or its customers, Liberty 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 the Service Location for delivery and installation of Liberty 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. Liberty 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, Liberty determines additional work is necessary to enable Liberty to deliver the Services to the Service Location, Liberty 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 Liberty shall each have the right to terminate the applicable Service Order, Work Order and/or this Agreement.

e. Limitation on Liberty Liability for Installation. Liberty or their authorized representatives shall not be liable for any work Liberty performs as part of any installation, including without limitation any assistance Liberty may provide to Customer in fulfilling Customer's obligations for site preparation under this section. Customer expressly waives any claims it may have against Liberty or their authorized representatives for Liberty's work related to site preparation or the installation, relocation, or other handling of Liberty Equipment or Customer Equipment.

48. Liberty Equipment, Software and Marks.

a. You acknowledge that, except for wiring installed inside the Service Location or equipment purchased by you from Liberty, 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, "Liberty Equipment"), is for your use only for purposes of using the Services, and remains Liberty's property.

b. You are responsible for safeguarding, protecting the integrity and preventing Liberty 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 Liberty Equipment. You agree to return Liberty Equipment to us when so required or upon termination of Service(s). You agree that you shall not allow Liberty 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 Liberty Equipment.

c. You are responsible for having a surge protector, ensuring an adequate ground connection, and connecting Liberty Equipment to such a surge protector. If Customer does not return any Liberty Equipment or it is destroyed or unusable, you agree to pay the current replacement cost of Liberty Equipment. Liberty suggests that Liberty 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 Liberty Equipment.

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

49. 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 Liberty shall not be responsible for any maintenance or repair.

b. Customer acknowledges that Customer Equipment poses a security risk to Liberty's network and Liberty 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 Liberty 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 Liberty's costs incurred in collecting any damages under this Agreement, including Liberty's attorney fees.

c. You grant Liberty 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. 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 Liberty or a third party has sent software or downloads. Notwithstanding the foregoing, in the case Liberty provides any type of assistance related to Customer Equipment, Liberty will not be liable for any damages or mal functioning.

You agree that the following limitation of liability applies: LIBERTY 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. LIBERTY 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.

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 you if you subscribe to Liberty's Internet Service.

50. 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.

51. Equipment and Software Installation. We will install a cable modem and other Liberty 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.

52. Acceptable Use Policy. You shall comply with all of Liberty’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 the Acceptable Use Policy, 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, www.libertypr.com Puerto Rico Customers / www.libertyvi.com USVI Customers. You agree periodically to review the Acceptable Use Policy on our website to assure familiarity with the most recent version.

53. 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 Liberty 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, Liberty. 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 or publication of copyrighted material, no changes in or deletion of author attribution or copyright notice shall be made. You may download public domain materials for your own use or non-commercial distribution. Liberty 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.

54. Speed, Bandwidth, Data Storage and Other Limitations. Liberty makes no representation with respect to the speed of its Internet Service. Actual speed may vary and are not guaranteed. Many factors affect Internet speed, including the number of connected devices, state of the network, maintenance activities, available bandwidth in third party networks, the location of Liberty and Customer Equipment, physical structure of the Service Location, if the connection is direct to the modem (Ethernet) or wireless, among others. You agree to comply with Liberty's bandwidth, data storage and other limitations of Internet Service as may be established and modified by Liberty from time to time. Liberty'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 Liberty 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. You agree 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 Liberty's sole judgment) an unusually large burden on the network. You also agree that its activity will not restrict, inhibit, disrupt, degrade or impede Liberty's ability to deliver and track its High Speed Internet Service, backbone, network nodes and/or other network services.

55. Risks of Internet Access. Use of Liberty's Internet Service presents certain risks for which Liberty 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 Liberty 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. Liberty may, but is not obligated to, run third party virus check software on your computer prior to installing software related to the Service. Liberty does not represent or warrant that doing so will detect or correct any or all viruses. Liberty 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. Liberty 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 LIBERTY 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. Liberty Actions to Protect Liberty’s Network. Liberty 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. Liberty is not responsible for the content contained on the Internet or otherwise available through the Service. Liberty 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 you if you subscribe to Liberty’s Video Service.

56. Equipment.

a. Set-Top Boxes. 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 home, a separate set-top 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.

57. In-Home Streaming Devices: Instead of renting Set-Top Boxes to receive Liberty’s Video Service, you can use any of the pre-approved streaming devices. Check www.libertypr.com for details on which streaming devices can be used, or to download the Liberty’s Video Service app to view all channels within your residence or where you receive services.

58. Downloads. We reserve the right to alter software in the Equipment, 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.

59. Ordering Pay-Per-View or On-Demand Services. You may order pay-per-view or on-demand Services by using your on-screen program guide and remote control unit to select the movies and other events we offer. To order pay-per-view or on-demand Services, your digital receiver must be connected to our RF return path. You may also order special events and pay-per-view Services over the telephone by calling Customer Service. You will be responsible for the full retail price for any pay-per-view or on-demand content that is purchased by anyone you permit to use the Service. Liberty will not issue refunds for pay-per-view or on-demand content that is purchased but not viewed before the applicable viewing period expires.

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 you if you subscribe to Liberty’s Voice Service.

60. LIMITATIONS OF 911/E911 DIALING. Liberty’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 21 of the Agreement.

a. Correct Address: In order for your 911/E911 calls to be properly directed to

emergency services, we must have your correct Service Location address. 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. YOU UNDERSTAND AND ACKNOWLEDGE THAT LIBERTY 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 Liberty: 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.

61. Limitation on Liability and Indemnification. YOU ACKNOWLEDGE AND AGREE THAT LIBERTY 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 LIBERTY 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 VOICE SERVICES).

62. 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. In the event of fraudulent or other unauthorized use of the Services from the Service Location, you remain responsible for all charges incurred.

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.

c. 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 Liberty, as if such a call were answered by the called party, Liberty will charge You for a completed call.

63. 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 your dwelling.

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 Liberty 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 home security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain "dial-up" modems; (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 LIBERTY AND ITS SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN LIBERTY 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 THE APPLICABLE EARLY TERMINATION FEE.

64. 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.

65. Transfer of Your Phone Number (“Number Portability”).

a. Switching to Liberty from another provider: If you are switching to our Services from another service provider, you will cooperate fully with Liberty and provide promptly all information, including the pin number and a letter of authorization or other documentation, as requested by Liberty in connection with the processing of your order for Service. You authorize Liberty 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 Liberty 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 Liberty to another provider: To transfer your phone number from Liberty to another service provider, you must terminate the Service with Liberty, subject to any applicable early cancellation fee, and place the transfer order through your new service provider, subject to any early cancellation fee. Requesting a service from another provider and the transfer or portability of your number with Liberty, does not automatically cancel your Agreement with Liberty.

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