

**Last Updated: August 1, 2022**



### **Account Portals Terms and Conditions**

These Account Portals Terms and Conditions (“Terms”) govern your use of the websites and any mobile properties (commonly known as “apps”) Liberty Communications of Puerto Rico LLC and its respective subsidiaries and affiliates (collectively, “Liberty”, or “we”, “us”, or “our”) offers to its customers to enable them to manage their Liberty Products and Accounts (as defined below). The websites and mobile properties include the mi.libertypr.com site, the MyLiberty mobile app and the Liberty WowFi mobile app, any other Account websites or apps used to manage your Liberty Products, and all other interactive features and communications we provide in connection with such websites or apps, however accessed or used, that we operate, make available now or in the future, produce, or maintain (collectively, the “Account Portals”). Using the Account Portals, downloading any apps or clicking on an “Accept” button when prompted constitutes your acceptance of these Terms and your agreement to be legally bound by these Terms. If you do not agree to all of the Terms, you are not authorized to use the Account Portals and you must immediately cease your use of the Account Portals and delete or uninstall any mobile properties.

You must be an adult of legal age of majority in the state or country of residence where you live to enter into the contract that is created by these Terms. You are legally and financially responsible for all of your acts and omissions while using or accessing the Account Portals, including the actions of anyone using your Account. You affirm that you have reached the legal age of majority, understand and accept these Terms.

The Terms cover any software fixes, updates and upgrades unless accompanied by new, superseding or supplemental agreement or license terms. Together, these Terms, the Website Terms and Conditions and the Privacy Policy govern your use of the Account Portals. The Terms do not cover any cable, internet, telephone or other telecommunication products or services provided by Liberty to its residential, business or other customers (“Liberty Products”), including the Liberty Go streaming app, or any non-Liberty site linked to the Services. For more information on the terms and conditions governing the Liberty Products, please visit <https://www.libertypr.com/en/legal>.

We reserve the right to change these Terms. If we change these Terms, we may provide notice of material changes and such notice may include communications through the Account Portals, via regular mail or, in the event you have opted-in to receiving servicing messages electronically, via a message to the email address or phone number provided. We will also update the "Last Updated" date at the top of these Terms when we make changes. Your continued use of the Account Portals after the changes are posted or made available to you is deemed to be your acceptance of the changes made. If you do not agree to any revised Terms, you must immediately cease your use of the Account Portals and delete or uninstall any mobile properties. We encourage you to review the Terms from time to time to ensure you understand the terms and conditions that apply to your access to, and use of, the Account Portals.

## 1. Description of the Services.

- (a) General. The Account Portals allow Liberty customers to manage their residential, mobile and certain business accounts, WiFi network systems, and other Liberty Products by enabling customers to perform tasks such as making bill payments, checking invoice due dates, modifying Account settings, adjusting WiFi service settings, searching for new Liberty Products and offers, and purchasing additional Liberty Products.
- (b) Additional Terms. In certain places on the Account Portals, there may be additional terms and conditions or other policies that apply to the use of the Account Portals. By using the Account Portals, you agree to abide by all applicable terms and policies. If there is a conflict between these Terms and the terms and conditions applicable to that product or service, the product or service specific terms will control.
- (c) Liberty Offerings. You may be able to request or purchase certain Liberty Products through the Account Portals. All requests or purchases you make through the Account Portals are subject to the availability, terms and other conditions that apply at the time you make your request or purchase. All offerings, their content, availability and prices are subject to change at any time, with or without notice. Please fully read the conditions and notices that accompany the offerings that may be ordered through the Account Portals.
- (d) Account Status and Electronic Bill Payments. Through the Account Portals you will have the ability to review your use of the Liberty Products, amount owed, pay your bills and take other actions offered by us. If you chose to receive your bill through one of our Account Portals, you will be subject to our E-Bill Terms and Conditions, available at <https://www.libertypr.com/en/legal>.
- (e) Updates. From time to time updates to the Account Portals may be made available. Depending on the update, you may not be able to use the Account Portals until you have downloaded the latest version of the Account Portals and accepted any new terms and conditions.
- (f) Technical Information. By using the Account Portals, you consent to us collecting and using technical information about your use of the Account Portals to improve the Account Portals, our products and to provide any services to you.

## 2. Use of the Account Portals.

The use of the Account Portals is limited to personal use only, not for commercial purposes. You may be granted temporary access to the Account Portals and a limited, non-exclusive, revocable, non-transferable license to access and use the information contained on the Account Portals solely for your internal personal use. We may limit the number of times you may log on to the Account Portals within a certain period of time. We also reserve the right, in our sole discretion, to terminate your access to the Account Portals, or any part of it, at any time, without notice. You are responsible for purchase of, and payment of charges for, all Internet access services and telecommunications services and hardware needed for use of the Account Portals.

## 3. Privacy.

Data collection and use, including data collection and use of personally identifiable information, is governed by our Privacy Policy which is incorporated into and is a part of these Terms. To understand how Liberty collects and uses data, please visit <https://www.libertypr.com/en/legal>.

#### **4. Account Registration and Security.**

- (a) Registering Your Account. To create an account to use the Account Portals (an “Account”), you will be required to register with a username, account name or password (“Registration Data”). You represent and warrant that any information you provide during the registration process or in connection with the Account will be accurate and complete at all times and that you will not register or attempt to register under another person's name.
- (b) Securing Your Account. We do not permit credential sharing, and you agree to keep the Registration Data confidential and secure. You will not permit any third party to log on to the Account Portals using your Registration Data. You assume responsibility for all activities that occur under your Registration Data, and you agree to notify us immediately if the confidentiality of your Registration Data is compromised. We will not be liable for any loss you may suffer as a result of someone else using your Registration Data. To protect the security of the Account Portals and your Account, we may terminate or suspend your use of the Account Portals, your Account, change your username or password, request additional information before we authorize transactions on your Account, or take other reasonable actions. We also reserve the right to reject or cancel any username that, in our judgment, is deemed offensive. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Account Portals. Please note that anyone able to provide your personally identifiable information may be able to access your Account so you should take reasonable steps to protect your personally identifiable information.

#### **5. License; Content; Trademarks.**

- (a) License Grant. Subject to the limitations stated elsewhere in the Terms, we hereby grant you a revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable license to download and use the Account Portals. You understand and agree that the Account Portals are subject to certain licensing and copyright agreements, as well as other restrictions, as outlined in the Terms. You shall not use the Account Portals other than for their intended use and as governed by the Terms and applicable law, or assist anyone else to do so. The Account Portals are for individual, private, personal, non-commercial use; and are not for resale or distribution under any circumstances. We may, at our discretion, monitor your use of the Account Portals, at any time, for compliance with these Terms or usage policies (or any related purposes). You shall not take any actions to alter or avoid any security or access controls or restrictions associated with the Account Portals.
- (b) Liberty Content. Except for information or data owned by you, the materials available through the Account Portals are the property of Liberty or its licensors and are protected by copyright, trademark, and other intellectual property laws (“Liberty Content”). Liberty grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Liberty Content. Except for the limited licenses expressly granted to you in these Terms, Liberty and its licensors reserve all rights and licenses in the Account Portals and the Liberty Content therein. You are free to display and print for your personal, non-commercial use the Liberty Content, but you may not reproduce or modify the Account Portals or the Liberty Content without the prior written consent of its owner. You may not distribute copies of the Liberty Content in any way (including by email or other electronic means), without the

prior written permission of their owner. Requests for permission to reproduce or distribute the materials found on the Account Portals should be sent to:

Liberty Communications of Puerto Rico, PO Box 199296, San Juan, PR 00919  
Att. Legal Department

- (c) Trademarks. All Liberty trademarks, service marks, trade names, logos or graphics appearing on the Account Portals or in the Liberty Content (including the names of any particular desktop or mobile apps) (collectively, the “Marks”) are owned by Liberty or one of its licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute or modify the Marks without our prior written consent or the consent of the trademark owner (in the case of our licensors).

## 6. Restrictions.

- (a) Retention of Rights. You agree and acknowledge that the Account Portals are licensed by Liberty and not sold. Liberty or its licensors retains all right, title, and interest in and to the Account Portals, the Liberty Content and other subject matter contained in or made available through the Account Portals, and all related intellectual property rights. You obtain no rights in or to the Account Portals under these Terms or any Liberty Content or other subject matter made available through the Account Portals.
- (b) Restrictions. Without limitation, you agree not to use the Account Portals, whether directly or indirectly: (i) for any activity that, in our sole discretion, adversely affects our network, or the ability of other people to use or enjoy the Account Portals; (ii) to access, or attempt to access, without authority, the accounts of others, or penetrate, or attempt to penetrate, security measures of our system; (iii) for any unlawful purpose, including (without limitation) the violation of relevant copyright; (iv) to distribute unsolicited bulk or commercial messages, commonly known as “spam;” or (v) to impersonate another user, or engage in phishing or any other fraudulent activity. We reserve the right, without notice to anyone, to deny, disconnect, modify and/or terminate the service of anyone we believe is using the Account Portals in any prohibited manner. In addition, you shall not (i) reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any Liberty Content or other portion of the Account Portals; (ii) circumvent any user limits or other timing, use or functionality restrictions built into the Account Portals; (iii) use any robot, spider, scraper, or other automated means to access the Account Portals for any purpose without our prior written consent; (iv) engage in the systematic retrieval of data or other content from the Account Portals to compile any databases without our prior written consent; (v) remove any proprietary notices, labels, copyright or Marks from the Account Portals; (vi) capture, rip, download, frame or mirror any content forming part of the Account Portals; or (vii) access the Account Portals in order to (1) build a competitive product or Account Portals, or (2) copy any ideas, features, functions or graphics of the Account Portals.
- (c) Violation of the Restrictions. You also agree that your use of the Account Portals is your sole responsibility and subject to all applicable laws and regulations. We, in our sole discretion, or any of our licensees, may prosecute you and other responsible parties in the event that the Account Portals are used for any unlawful purpose. In accordance with Section 10 below, you agree to indemnify us in the event of any such violation by you or anyone using the Account Portals on your device.

## 7. Disclosure of Messaging/ Communications.

You are solely responsible for any information you submit or post through the Account Portals. By using the Account Portals, you agree not to submit, post or transmit any defamatory, abusive, obscene, threatening, illegal and/or any other material that violates these Terms. We reserve the right (but assume no obligation) to monitor, remove, move or edit any communication that we deem unacceptable or inappropriate, whether for legal or other reasons, that comes to our attention. We will comply with all legal requirements regarding disclosure of communications or postings to third parties through the Account Portals, including to law enforcement agencies as well as parties to civil lawsuits.

#### **8. Feedback.**

Liberty welcomes your comments about the Account Portals as well as our Products 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, 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.

#### **9. Suspension and Termination.**

You or we may suspend or terminate your Account or your use of the Account Portals at any time, for any reason or for no reason, with or without prior notice. You are personally liable for any orders placed or charges incurred through your Account prior to termination. Liberty also reserves the right to terminate your use of the Account Portals if: (a) you fail to fully comply with any of the provisions of the Terms, or any other provisions, agreements or policies that apply to the Account Portals and its use; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users, or us.

#### **10. Indemnification.**

You agree to indemnify, defend and hold Liberty (including its parents, subsidiaries, affiliates, officers, directors, employees, agents, licensors, licensees, suppliers, etc.) harmless from all claims, losses, costs, damages and expenses (including attorneys' fees) resulting from any violation of these Terms or unauthorized use of the Account Portals. Your indemnification obligation will survive the termination of these Terms. We reserve the right to assume the exclusive defense and control of any matter relating to these Terms, subject to indemnification by you, and you agree to cooperate with Liberty in our defense.

#### **11. Disclaimer of Warranties and Liability.**

YOU AGREE THAT YOUR USE OF THE ACCOUNT PORTALS IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THE UNCERTAINTY OF ELECTRONIC DISTRIBUTION, INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES OR OTHER PROBLEMS THAT ARE POSSIBLE. THEREFORE, IF YOU RELY ON THE ACCOUNT PORTALS, PLEASE NOTE THAT YOU DO SO AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, OR LOSS OF DATA RESULTING FROM ANY USE OF THE ACCOUNT PORTALS. THE ACCOUNT PORTALS ARE PROVIDED AS IS, WITH ALL FAULTS, AND AS AVAILABLE. LIBERTY AND ITS LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, USEFULNESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION

AVAILABLE THROUGH OR WITH THE ACCOUNT PORTALS, NOR DO THEY WARRANT THAT THE ACCOUNT PORTALS ARE ERROR-FREE, OR CONTINUOUSLY AVAILABLE OR THAT THE ACCOUNT PORTALS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL LIBERTY (INCLUDING ITS PARENTS, SUBSIDIARIES AND/OR AFFILIATES) OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES CAUSED BY THE USE OR MISUSE OF THE ACCOUNT PORTALS, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR DAMAGES, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, AND OTHER ACTIONS FOR DAMAGES. BECAUSE SOME STATES AND TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE MAY NOT APPLY TO YOU. IN THOSE STATES OR TERRITORIES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY IS NOT PERMITTED, THE LIABILITY OF LIBERTY AND ITS LICENSORS IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY SUCH STATE OR TERRITORY LAW. YOU AGREE THAT THE LIABILITY, IF ANY, OF LIBERTY (INCLUDING ITS PARENTS, SUBSIDIARIES AND/OR AFFILIATES) AND ITS LICENSORS ARISING OUT OF ANY TYPE OF CAUSE OF ACTION IN ANY WAY RELATING TO THE ACCOUNT PORTALS SHALL NOT EXCEED TWENTY-FIVE DOLLARS (\$25.00).

## **12. Miscellaneous Matters.**

- (a) Force Majeure. We shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond our reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God such as hurricanes and earthquakes, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; or inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.
- (b) Governing Law. Unless prohibited by applicable laws, regulations or rules, these Terms are made in and will be interpreted in accordance with the laws of the Commonwealth of Puerto Rico. By using the Account Portals, you consent to the exclusive jurisdiction of the national telecom board in the country where you reside (for example, the Puerto Rico Telecom Board or the USVI Public Services Commission) in all disputes arising out of or in connection with these Terms, unless applicable laws, regulations or rules require a different jurisdiction. In the event that any part of these Terms is found to be unenforceable, that part will be construed in accordance with applicable law to the fullest extent possible to reflect the original intentions of the parties and the remaining provisions will remain in effect.
- (c) Third-Party Beneficiaries. You acknowledge and agree that each parent, subsidiary or affiliate of Liberty shall be a third-party beneficiary to these Terms and that these other companies shall be entitled to directly enforce and rely upon, any provision of these Terms which confers a benefit on (or rights in favor of them). No other person or entity shall be deemed a third-party beneficiary.
- (d) Notice. If you wish to contact us in writing, or if any condition in the Terms requires you to give us notice in writing, you can send this to us by e-mail at [legal@libertypr.com](mailto:legal@libertypr.com).

We hope you enjoy the Account Portals and welcome any suggestions to improve them.