

## **LIBERTY COMMERCIAL SERVICE AGREEMENT**

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

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

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

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

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

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

**a. Access.** You grant Liberty and its agents the right to enter the property at which the Service(s) and/or Company Equipment, as defined below, will be provided (the “Service Location”) during reasonable hours to install, maintain, configure or otherwise perform work related to the Service(s). You warrant that you are the owner of the Service Location or that you have authority to allow Liberty to enter the Service Location. You further grant Company all necessary easements to provide Service(s) to you and others in the same cable system. If you are not the owner of the Service Location, you agree to obtain permission from the owner of the property and provide to Liberty, if requested, proof of such permission. Liberty reserves the right to perform underground installations from the foundation to the building through the shortest and most reasonable route. If Customer is not the owner of the building, Customer pledges to indemnify and hold the Company 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.** Company may perform an installation review of each Service Location prior to installation of the Service(s). Upon request, Customer shall provide Company with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Company determines that safe installation and/or activation of one or more of the Services will have negative consequences to Company's personnel or network or cause technical difficulties to Company or its customers, Company may terminate the Work Order and/or Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services. If at any time (i) proper operation of Company Equipment or provision of a Service is subject to interference or obstruction due to any cause other than Company's actions or (ii) such interference or obstruction, or its cause, may endanger, hinder, harm or injure Company's personnel or network and/or cause technical difficulties to Company or its customers, Company may terminate the affected Work Order(s), Service Order, and/or this Agreement without liability upon written notice to Customer.

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

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

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

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

**a.** You acknowledge that, except for wiring installed inside the Service Location or equipment purchased by you from the Company, any converter box, remote control, cable modem, equipment and facilities we install, along with any equipment we lease to you (collectively,

“Company Equipment”), is for your use only for purposes of using the Services, and remains Liberty’s property.

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

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

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

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

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

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

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

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

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

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

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

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

**a.** WE PROVIDE ALL SERVICE(S) ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER LIBERTY, ITS AFFILIATES, EMPLOYEES, AGENTS, NOR CONTRACTORS WARRANT THAT THE COMPANY EQUIPMENT OR SERVICE(S) WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR TRANSMIT UNCORRUPTED COMMUNICATIONS. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND,

EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

b. Liberty shall not be liable for damages, losses, or inconveniences that Customer or user of the Services may experience.

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

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

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

**6. Use of Services.** You agree to use the Services solely as specified in this Agreement and any Service Order and/or Work Order or as otherwise specifically authorized in writing by us. You will not use the Company Equipment at any time at an address other than the Service Location without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service(s) or system capacity in whole or in part. You will not use or permit another to use the Company Equipment or the Service(s), directly or indirectly, for any unlawful

purpose, including, but not limited to, in violation of any posted Company policy applicable to the Service(s). Use of the Company Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement and you will be requiring to all the persons who use the Company Equipment and/or Service(s) at the Service Location to comply with it, and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Company policies including, but not limited to, acceptable use and privacy policies available on our website <https://business.libertypr.com/>. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service(s). Violation of any part of this section of this Agreement is grounds for immediate termination of this Agreement, or immediate suspension of Service, solely in Company's discretion, in addition to any other rights the Company may have.

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

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

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

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

**c.** Customer may choose between paper and electronic billing. If you select paper billing, we will send the statement to the postal address provided in the Service Order or given to

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

**d.** If you do not pay within thirty (30) days from the Billing Date, you will be charged an administrative late fee (“Late Fee”). Should the nonpayment continue for twenty (20) additional days, Liberty may disconnect any or all Service(s) subject to applicable law. 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 Company Equipment. If we use a collection agency or attorney to collect money or equipment you owe us, you agree to pay reasonable costs of collection, attorneys’ fees, and arbitration or court costs.

**9. Changes to Services, Rates, and Other Changes.** Company may, at any time and periodically, change our Service(s), Company Equipment, and rates or charges, with or without notice, subject to applicable law. As examples, we may: change programming; increase or change fees and charges for the Services; change the terms, policies, practices and procedures relevant to any Service; make changes affecting equipment or software; or change the features, functionalities, characteristics and specifications of any Service. If we provide you with notice of any change, we may provide it by any reasonable means, including in your bill, e-mail, or any other communication permitted by applicable law. You may terminate your Service(s) immediately if you do not accept any change in Service, subject to any applicable termination fees, but your continued use of the Service(s) thirty (30) days after the change will be deemed your acceptance of that change.

**10. Term.** If you have agreed to an annual or two year agreement, you will be subject to Section 10(a) of this Agreement. If you have agreed to a monthly agreement, you will be subject to Section 10(b) of this Agreement. Please refer to your Work Order and/or Service Order for the Term of this Agreement.

**a. Annual or two year Agreement:** You agree that the term of duration of your Agreement shall be twelve (12) or twenty four (24) months from the installation and activation date (the “Term”), as specified in your Work Order or Service Order. You agree not to cancel the Services rendered under this Agreement prior to the date on which the term expires. The rates included in the Agreement are valid solely with regard to the accepted offer that may combine Services offered by the Company. If you cancel any of the Services agreed to in the Agreement, from the time of cancellation, normal rates shall apply. If you voluntarily cancel all of the Services included in the Agreement or if they are cancelled due to your breach of the Agreement prior to the expiration of the Term, you shall be in violation of the terms established in the Agreement and you will be charged an early cancellation fee according to current laws, in addition to the debt for

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

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

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

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

**i.** Customer is more than thirty (30) days past due with respect to any payment required hereunder;

**ii.** Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.

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



agencies of the late payment and the amounts owed as of date. Lastly, Liberty may use any deposit that Customer may have made to satisfy any outstanding amounts owed.

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

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

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

**12. Dispute Resolution Procedure and Suspension of Service for Nonpayment.** Liberty provides you with the following procedure for settling complaints from its customers pursuant to the Telecommunications Act of 1996 (27 L.P.R.A. §265 et. seq.) and the “Reglamento sobre Manejo de Disputas y Suspensión de Servicios bajo la Jurisdicción de la Junta Reglamentadora de Telecomunicaciones” (Telecommunications Regulatory Board Regulation Number 8065 of August 31, 2011).

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

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

**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; (3) by sending an e-mail to [servicio@libertypr.com](mailto:servicio@libertypr.com); (4) via telephone by calling 1-787-355-3535; or (5) in person, by visiting our Customer Service Centers

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

settle any dispute regarding charges included in the monthly bill.

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

**d. Third Phase - Board Review:** You as a complainant have the right to request the Telecommunications Regulatory Board to review Liberty’s resolution of the claim. All Requests for Review must be presented before the Board 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 Board to the following address: 500 Roberto H. Todd Ave., 18th Stop, San Juan, PR 00907-3981; present it in person in the Board during regular business hours; or present it through electronic means at [radicaciones@jrtp.pr.gov](mailto:radicaciones@jrtp.pr.gov). For more information, you may contact the Board by telephone (787)756-0804 and 1-866-578-5500. Contemporarily with the presentation of you request for review at the Board, you must certify to the Board that you have sent a copy of the Request for Review to the Company. The Board 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 Board within six (6) months (Third Phase), following the time prescribed for the notification of the Reconsideration Request determination.

### **13. Binding Arbitration Procedure.**

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

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

limited review by a court. By agreeing to this Arbitration Procedure, you may be waiving constitutional or statutory rights.

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

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

**e. Class Action Waiver and Other Restrictions:** The parties to any arbitration must be individually named. There shall be no right or authority for any claims to be arbitrated or litigated on a class action or consolidated or a purported representative capacity. The arbiter will only have the authority to resolve Disputes between you and the Company.

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

**g. Definitions:** As used in this procedure, the term “Dispute” means any dispute, claim or controversy – of any kind or nature, between you and Liberty that arises from or in relation with the Service(s) or the Liberty Commercial Service Agreement, be it based on a contract, statute, regulation, ordinance, and damages (including but not limited to fraud, false representation, fraudulent induction, negligence or any other intentional damage) or any other legal theory or in equity, including the validity, applicability or range of this Agreement and that of the class action waiver. “Dispute” also includes claims and/or disputes by or against a third party related to a provision or presentation of any product, service or benefit related to the Service(s) (including, but not limited to, third parties that use or access the Service, debt collectors and all of their agents, employees, directors and representatives) if and only if, the third party denominates itself as a co-party with you or us (or a claim with or against you or us), in relation to a claim from you or us against the others. As used in this Arbitration Procedure, the terms “you” and “us” include also

any parent corporation, or all or most of its subsidiaries, affiliates, license holders, predecessors, successors, assignees, account buyers, all agents, employees, directors and representatives of any of the aforementioned and any third party that uses or gives any product, service or benefit. The term “Dispute” and/or “Claim” will have the broadest meaning possible that is feasible.

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

**American Arbitration Association (“AAA”)  
335 Madison Ave., Floor 10  
New York, NY 10017-4605  
1(800)778-7879 [www.adr.org](http://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](http://www.adr.org) or by calling 1-800-778-7879. However, applicable federal law or Commonwealth of Puerto Rico law will provide the substantive law governing any Dispute. Any Commonwealth of Puerto Rico arbitration law will not be applicable under this Arbitration clause. If there is a conflict between this Arbitration Procedure and AAA Rules, the rules included in this Agreement will apply. If there is a conflict between this Arbitration Procedure and other terms in the Contract, this Arbitration Procedure will apply.

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

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

**i. Arbitration Restrictions:** ALL DISPUTES COVERED BY THIS ARBITRATION PROCEDURE MUST BE FILED AND SUBMITTED TO ARBITRATION NO LATER THAN ONE (1) YEAR AFTER THE AGGRIEVED PARTY BECAME AWARE OR SHOULD HAVE BECOME AWARE OF THE ACT OR OMISSION GIVING RISE TO THE DISPUTE. THE FAILURE TO SUBMIT A DISPUTE TO ARBITRATION WITHIN ONE (1)

YEAR IS AN ABSOLUTE IMPEDIMENT TO THE INSTITUTION OF ARBITRATION OR ANY OTHER LEGAL PROCEEDING IN ANY FORUM BASED ON THAT DISPUTE. Under this section, a Dispute is deemed to have been submitted to arbitration on the date a formal written arbitration demand is presented at the FAA, and with a copy of the submitted demand to the Company pursuant to the Notice provisions of this Agreement contained in Section 20 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 Regulatory Board. 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.

**l. Exclusions for Small Claims, Telecommunications Regulatory Board Claims, and Other Claims:**

i. You and Company agree that any claim filed by you or by Company that is not aggregated with the claim of any other subscriber, and whose amount in controversy is properly within the jurisdiction of a court which is limited to adjudicating small claims, will not be subject to arbitration.

ii. Claims where the amount in dispute is valued at less than the cost of AAA fees, disputes about company's intellectual property, and claims related to theft of their service will not be subject to arbitration.

iii. All claims that are within the jurisdiction of the Puerto Rico Telecommunications Regulatory Board will not be subject to arbitration, but will be filed with that Board through the formal dispute resolution procedure set forth in Section 12 above.

**14. Authorized Representative.** Customer may designate one or more authorized representatives to act on its behalf with respect to the matters described in this Agreement. Any communication made by such authorized representative to Company shall be deemed the communication of Customer to Company, and shall be binding on Customer. Customer represents and warrants that the person executing this Agreement is a duly authorized representative of

Customer and is vested with full authority to bind Customer.

**15. Indemnification.** You agree to indemnify, defend and hold harmless the Company, its partners, officers, directors, employees, agents, suppliers and affiliates of and from any and all claims, judgments, costs, liabilities, damages and expenses (including attorneys' fees) suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Agreement. Your indemnification will survive any termination of this Agreement.

**16. Additional Terms and Conditions.** The following are incorporated by reference into this Agreement: Notification of Rights to All of Our Subscribers and our Privacy Policy, which are sent once a year to all of our subscribers, and which can be found on our website [business.libertypr.com](http://business.libertypr.com) or at our Customer Services Centers. You agree to read and refer to these additional terms and conditions.

**17. 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 are 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](http://www.libertypr.com) and at our Customer Service Centers.

**18. Conflicting Versions.** If there is any conflict or potential conflict between the English and Spanish language versions of any term, condition or provision of this Agreement, or any other term, condition or provision incorporated by reference into this Agreement, the Spanish language version shall control the meaning of all such conflicts or potential conflicts.

**19. 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).

**20. How to Contact Us.** For any inquiries or notices required in connection with this Agreement, you may contact us at:

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

**21. 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.

**22. Entire Agreement.** This Agreement and the other documents incorporated by reference constitute the entire agreement and understanding between Customer and Company with respect to the subject matter of this Agreement, and replace all prior written or verbal agreements. If any term or condition of this Agreement is held to be unenforceable by a court, tribunal or arbitrator, the remainder of the Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law. The Company does not waive any provision or right if it fails to strictly enforce performance of any provision of this Agreement. Neither the course of conduct between you and us, nor trade practice, shall act to modify any provision of this Agreement.

**23. Governing Law.** This Agreement is and shall be governed by and construed in accordance with the applicable federal laws or the laws of the Commonwealth of Puerto Rico.

**24. Force Majeure.** Company shall not be liable for any delay or failure of performance or Company Equipment due to causes beyond its control, including, but not limited to: acts of God, natural disaster, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts or work stoppages.

**25. Assignment.** You may not assign this Agreement, the Service(s), or Company Equipment. You agree to notify us immediately of any changes of ownership or occupancy of the Service Location. We may freely assign our rights and obligations under this Agreement with or without notice to you. If you request to transfer your account to another Service Location, Liberty may change the Service(s) to which you are subscribe, 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 VOICE SERVICE ("Voice over IP" or VoIP).**

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

#### **26. USAGE BILLING**

**a. Per-Call and Measured-Call Charges.** Calling plans billed on a flat monthly fee basis may not include certain call types. These call types will instead be charged on a per-call

(e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the carrier of the receiving party returns signaling to our network that the call has been answered and it ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Please contact us for information on per-call charges. If you believe the Service is being used for fraudulent purposes, contrary to the law, in violation of this Agreement, or for any other reason consistent with the terms of the law or this Agreement you may ask the Company to block all toll (long-distance) calls from the network. In the event of fraudulent or other unauthorized use of the Services from the Service Location, you remain responsible for all charges incurred prior to the time you ask the Company to block toll calls.

**b. Third-Party Charges.** Voice Services may allow you to access information and other service providers (e.g., services accessible through 800, 888, 877 and 900 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility.

**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 Company, as if such a call were answered by the called party, Company will charge Customer for a completed call.

**27. LIMITATIONS OF 911/E911 DIALING.** The Company's Voice Service includes 911/Enhanced 911 functions ("911/E911") that may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. **CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES.** If you have any questions about 911/E911, call Customer Service Center at the number listed at the end of this document or write to us to the address provided in section 20 of the Agreement.

**a. Correct Address:** In order for your 911/E911 calls to be properly directed to emergency services, we must have the correct address for the Service Location. If you move the Voice Service to a different Premise without our approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address and/or the Voice Service (including 911/E911) may fail altogether. Therefore, you must call Customer Service at the number listed at the end of this document before you move the Voice Service to a new address. All changes in service address require our prior approval. Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information within a multitenant environment for each number exactly as it should appear to the 911 call taker. Customer is solely responsible for programming its telephone system to map each location to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the Service Location. Customer acknowledges and understands that it, and not the Company, bears sole responsibility to ensure that it identifies and complies with any



laws requiring the provision of specific location information, and any failure to do so is a breach of the Agreement. YOU UNDERSTAND AND ACKNOWLEDGE THAT COMPANY WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS IN THE E911 SYSTEM SO THAT YOUR 911/E911 CALLS CAN BE PROPERLY DIRECTED.

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

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

**28. Limitation on Liability and Indemnification.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ITS SERVICE PROVIDERS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.

**29. Acceptable Use and Additional Use Restrictions.** Except as otherwise provided in the General Terms and Conditions, Voice Service may only be used at Service Location(s) where such service is installed by Company. Customer understands and acknowledges that if Customer attempts to install or use the Company Equipment or Voice Service at another location, Voice Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves Voice Service to another location without first notifying Company. Customer expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitations or polling), fax or voicemail broadcasting or blasting,

or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Company determines, in its sole discretion, that Customer's use of Voice Service is excessive, or otherwise in violation of this Agreement, Company reserves the right, among other things, to (i) immediately and without notice to terminate or modify the Services and (ii) to assess additional charges for each month in which excessive usage occurred. Further, we may suspend the account or accounts involved and/or block long distance calling that potentially violates this Agreement. You expressly authorize and consent to the Company and its supplier's cooperation with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) other network or service suppliers in order to enforce this Agreement. Upon termination of your Service account, the Company is authorized to delete any voice mail associated with your account (and any secondary accounts). The failure of the Company or its suppliers to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

### **30. Equipment.**

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

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

**c. Incompatible Equipment and Services:** You acknowledge and understand that the Voice Services may not support or be compatible with: (i) certain non-voice communications equipment, including but not limited to alarm or security systems that make automatic phone calls; medical monitoring devices; certain fax machines; electronic monitoring bracelets; and certain "dial-up" 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 THE COMPANY AND ITS SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE COMPANY EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THE AGREEMENT,**

SUBJECT TO ANY EARLY TERMINATION FEES.

**31. Call Trace Services.**

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

If a Customer requests or activates (through special dialing code) a Call Trace, Company will conduct the Call Trace for the Customer. Customer must immediately notify Company’s Customer Service that a Call Trace has been activated. However, Company will not release the results of a Call Trace effort to its Customer. Company must refer all information captured by a Call Trace to the appropriate law enforcement agency and direct the customer to work directly with the law enforcement agency.

The information obtained from the Call Trace will be available only to law enforcement officials with either a valid *subpoena* or another valid legal authorization. The subpoena or other authorization must be in writing unless there is an emergency situation which means any situation presenting an imminent risk of substantial bodily harm, death, or abduction.

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

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

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

**33. 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.

**34. Transfer of Your Phone Number (“Number Portability”).**

- a. **Switching to Company from another provider:** If you are switching to our

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

**b. Switching from Company to another provider:** To transfer your phone number from Company to another service provider, you must place the transfer order through your new service provider and terminate the Service with Liberty, subject to any early termination fee. Requesting a service from another provider and the transfer or portability of your number with Liberty, does not automatically cancel your Agreement with the Company.

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

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

**35. 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.

**36. Equipment and Software Installation.** We will install a cable modem and other Company Equipment and software, unless you request otherwise. You and persons authorized by you may use the Internet Service within the service address, under any password or screen name available to you, provided that you shall be responsible for all use of your Services.

**37. Acceptable Use Policy.** Customer shall comply with all of the Company’s standards for

acceptable use with respect to Internet Service and shall refrain from any and all illegal and/or inappropriate activities, including, without limitation, as outlined in Liberty's Internet Acceptable Use Policy for Business Customers, which will be updated from time to time and the latest version will supersede all prior versions. The latest version of our Acceptable Use Policy is available on our website [business.libertypr.com](http://business.libertypr.com). Customer agrees periodically to review the Acceptable Use Policy on our website to assure familiarity with the most recent version.

### **38. 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, marks, trade secrets or proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law. For more information, please refer to our Copyright Policy available on our website.

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

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

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

### **39. Speed, Bandwidth, Data Storage and Other Limitations.** Company makes no

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

**40. Risks of Internet Access.** Use of Company's Internet Service presents certain risks for which the Company cannot be responsible, including without limitation:

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

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

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

**d. Eavesdropping and Customer Equipment Security:** The public Internet is used by numerous persons or entities including, without limitation, other subscribers to our Internet Service. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to “eavesdropping.” This means that other persons or entities may be able to access and/or monitor your use of the Services. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. You acknowledge that when using the Services there are certain applications and techniques that may be used by other persons or entities to gain access to Customer’s Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Services, including without limitation any data stored on such equipment. NEITHER COMPANY NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU OR OTHERS, THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO THE CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warrant regarding the effectiveness of these programs.

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

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

#### **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO VIDEO SERVICE (“Cable TV”)**

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

**41. Redistribution Limits.** Customer hereby acknowledges and agrees that Company does not have the absolute right to distribute pay-per-view video programming (including programming such as sporting events) and certain premium video services to commercial establishments. Therefore, Customer agrees that it shall not exhibit nor assist in the exhibition of any such programming unless explicitly authorized to do so, in advance and in writing, by Company and the applicable program or event distributor. In requesting such explicit authorization, Customer agrees to identify itself as a commercial establishment. Customer shall not, and shall not authorize or permit any other person to, and shall take all reasonable measures to prevent: (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of the video

service (or any part thereof); (ii) transmit the video service by any television or radio broadcast or by any other means or use the video service (or any part thereof) outside of the Service Locations(s). Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any Company Equipment from another location to any Service Location, or from any Service Location to any other location. Customer further agrees not to undertake any activity related to the unauthorized reception of the video service at any Service Locations.

**42. Additional Licenses.** Customer shall not, and shall not authorize or permit any other person to (i) charge a cover charge or admission fee to the Service Location(s) at the time the video service (or any part thereof) is being or is to be performed therein; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the video service (or any part thereof) unless Customer has obtained all necessary licenses and authorizations from the applicable copyright owners (Customer acknowledges and agrees that it shall be solely responsible for the payment of any charges or fees in connection therewith); or (iii) insert any commercial announcements into the video service, or interrupt any performance of the video service for the making of any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the Service Location provided that no compensation (whether in money or in any other form) is paid by any person or entity, directly or indirectly, for such announcements unless pursuant to a separate written agreement which permits store-casting or ad-casting. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to the video service.

**43. Provision of Service: Video Services Only.** Video Service, including without limitation HD DVR service, is for private commercial viewing venues only, and is not for use in public viewing areas such as bars, restaurants, fitness centers or at residential addresses. Further, Customer acknowledges and agrees that Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. As to Video Service only, Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. Company shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Company or any other reason beyond the reasonable control of Company.

**44. Additional Sets.** Customer agrees not to add additional sets or disturb, alter or remove any portion of the Company Equipment. Any unauthorized connection or other tampering with the video service or Company Equipment shall be cause for disconnection of the applicable Service, legal action and Company shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.

**45. Equipment.**

- a. **Set-Top Boxes:** Some models of TV receivers or Digital Video Recorders (DVR)



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

**b. Additional Set-Top Boxes:** To independently tune additional televisions or broadcast devices within your business, a separate 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. You grant Liberty and our agents the right to insert CableCARDS and other hardware in the Customer Equipment, send software and/or downloads to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. In addition to the indemnification obligations contained elsewhere in this Agreement, Customers using the video service agree to indemnify and hold Company harmless from any and all demands, claims, suits, costs of defense, reasonable attorney’s fees, witness fees and other expenses for claims relating to or resulting from the unauthorized distribution and/or exhibition of the video service, including without limitation, pay-per-view video programming and premium video services.

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

**Version –August 2018**