

TERMS AND CONDITIONS

The following terms and conditions are incorporated as an integral part of this Internet Service Agreement (hereinafter the "Agreement") between the Client, identified on the face of this form, and BBR & IT Synergy LLC, (hereinafter the "Company"), regarding the Internet service, related or otherwise, provided by the Company to the Client (hereinafter the "Service") based on a SERVICE PLAN SELECTED by the Client on the face of this Agreement (hereinafter the "Plan").

1. Contract. The contract between the Client and Company consists of three (3) separate documents, (collectively referred to as the "Contract"): (1) the Service Order, which contains certain terms and conditions; (2) the User Manual; and (3) this Agreement. In the event that there is a conflict between the different provisions of the Contract documents, the controlling provisions will be in the following order: (1) this Agreement; (2) the User Handbook; and (3) the Service Order.

2. Acceptance by the Company. This agreement constitutes an offer by the Company to the Client until accepted by an authorized officer of the Company. No employee, other than the President of the Company or its authorized representatives, may modify any provision of this Agreement, subject to Section 13.

3. Legal Capacity of the Client. The Client represents and guarantees to have the legal capacity and authority to execute and be bound by this Agreement, and that this Agreement, upon acceptance by the Company, shall constitute Client's valid and binding legal obligation. The Client agrees that in the event that the Client has misled the Company in terms of its capacity and authority, the Client will continue to be liable to the Company for the debt incurred, without prejudice to any other remedy that may be available to the Company at law.

4. Credit Investigation. By signing this Agreement, the Client consents to the Company or the corresponding agency conducting a credit history check to determine the Client's eligibility to receive the Service, or to the Company requiring a deposit or other form of advance payment from the Client. The Client exempts and releases the Company from liability for any claim based on obtaining said information. The Company reserves the right to require an additional credit investigation if the account is in default or involved in a fraudulent transaction.

5. Deposits. Based on the Client's credit and payment history, the Company may require a deposit from the Client as a partial payment guarantee to provide or continue to provide the Service. The Company reserves the right to change the deposit amount as it deems appropriate, in accordance with applicable law and regulations to reflect estimated monthly charges based on the Client's usage and/or payment history. The Client may not use the deposit to pay any invoice (unless it is used to pay a final invoice) or delay a payment, without the express consent of the Company. The amount of the deposit required from the Client will be determined based on the Client's credit and payment history. The Client expressly authorizes the Company to commingle the deposits with its other funds. The deposit will generate the annual interest, as provided by law or regulation, which will be refunded upon termination of the Service. If the Company or the Client terminates the Service for any reason, the Company may, without prior notice, apply the deposit to

the payment of excess charges and any excess, in accordance with applicable law, and it will be returned to the Client's last known address within sixty (60) days after termination of the Service. If the Postal Service is unable to deliver the refund and it returns to the Company, the Company will hold such amount for one (1) year from the date of return. Thereafter, the Company will dispose of the money in accordance with the requirements of applicable laws for unclaimed funds.

6. Term. The term of the Client's Plan and this Agreement shall be as set forth on the face of this Agreement, subject to the provisions of section 13. Upon completion of the initial term or any renewal of the agreement, the service provided to the Client shall automatically continue on a month-to-month basis. However, the Client will continue to be responsible for the cost of the Service, the Company's equipment, and compliance with the rest of the terms and conditions of the agreement, including but not limited to the proper use of the Service and equipment.

7. Service Limitations. The Client acknowledges and understands that the Service is subject to transmission limitations caused by technical problems or atmospheric conditions, electrical interruptions, or others. In addition, the Service may be declined or temporarily limited due to capacity limitations of the Company's transmission system (hereinafter "System"), and may be temporarily interrupted to implement equipment modifications, repairs, and similar activities that may be necessary or beneficial to the operation of the System. The Company's only liability for interruption of the Service will be in the form of pro-rata adjustments, subject to the provisions of applicable laws, regulations, and standards.

8. Limitation of Liability. The Client acknowledges that it has not relied on representations by the Company or any of its agents or employees regarding the selection of the Service that is the subject of this Agreement. Under no circumstances, including those arising under this Agreement for effective or ineffective performance, shall the Company be liable for any direct or indirect loss of the Client, including, but not limited to, loss of income, business, production, or Client's obligations to third parties, or for any special or punitive damages of any nature, whatever it may be. The Company's only obligation with the Client for Service interruptions for any reason, whatever it may be, shall be to grant a credit in accordance with the applicable law or to ESTABLISH WHAT THE CREDIT WILL BE. At no time shall the Company be liable for interruptions, delays or failure to provide Service due to a general blackout, riot, civil disturbance or other insurrection, war, terrorism, action or inaction of governmental authorities or other causes beyond the control of the Company and any other acts excluded by law or regulation.

9. Equipment. The Client understands and agrees to be responsible for the equipment and its accessories, and understands that upon termination of the Contract, it is obliged to return the equipment in good condition, along with all accessories, cables, and attachments to the Company. In the event of loss, theft, destruction, damage or improper retention of the equipment, the Client agrees to pay a charge of THREE HUNDRED DOLLARS (**\$300.00**) or the market value of the equipment, whichever is greater. In case of loss, theft, destruction, damage or improper retention of accessories, cables or attachments, the Client agrees to pay a charge of FIFTY (**\$50.00**) per accessory, cable or attachment or the market value thereof, whichever is greater. The Company is only responsible for the installation of the router

or Wi-Fi router, and the Client is responsible for any additional installation, including but not limited to the Wi-Fi equipment.

10. **Warranties.** In case of purchase of the router, the Company will provide a limited warranty for the first 90 days. Subsequently, the router manufacturer provides limited warranties under its terms and conditions. Warranties may vary by manufacturer. The Company will make available to the Client information regarding all manufacturer warranties on the equipment provided by the Company to the Client. The Client is responsible for handling the warranty with the manufacturer, sending the equipment and paying for the shipping and handling costs of the router to the manufacturer, plus any repair costs if it is determined that the problem was not a manufacturing defect. In case of defects covered by the warranty, the Company will provide to the Client, for a limited time and free of charge for 60 days, a used or refurbished router or a similar model. In case of rented equipment, the Company will replace the router with another model of similar value and/or qualities or, if not available at the time, may replace it with an used or refurbished model or other similar one. It is expressly agreed that any and all warranties do not apply, notwithstanding anything to the contrary in this Agreement, in the event that any part, component or accessory of the equipment is altered, modified or damaged due to abuse, neglect, misuse or accident, by the Client or any person without the consent of the Company. In such case, the Company will charge the Client the amount of THREE HUNDRED DOLLARS (\$300.00) or the market value of the equipment. Also, the use of accessories not authorized by the Company will void the equipment warranties.

11. **Exclusion of Liability.** The Client agrees to indemnify and hold the Company, its directors, officers, agents and employees, free of liability for all claims, losses, actions, demands, damages or expenses and all costs related to such claims, losses, actions, demands, damages or expenses, including attorneys' fees, arising directly or indirectly from the Client's use of the Service, the equipment or arising from the Contract.

12. **Changes in Rates and/or Service Plan.** The Company agrees, during the term of the Client's Plan and this Agreement, to not increase the rates under the Plan signed by the Client. The Company reserves the right to change these or any other rates, including other service charges, upon termination of the initial term, in accordance with applicable law and regulations. In the event that the Company changes or modifies the rates, charges and/or costs, the Company will notify the Client at least thirty (30) days in advance of the date on which the new rates, charges and/or costs will be effective.

13. **Change of Service Plan.** If the Client requests a plan change by telephone or in writing and the Company agrees to it, the Client agrees that the Company may extend the term of the Contract for an additional period, but not less than the initial term, as of the expiration date of the Contract in force, and this amends the remaining period in accordance with the rate of the new plan. Any changes and/or additions to the Service may not have a lower price level of Service. In case the change is required by telephone, the Client accepts and agrees to all terms and conditions of the adjustment and the new Contract. It is the Client's responsibility to request a copy of the selected Plan and the new Contract. Upon such request, the Company will send such copies to the Client's last known address. The Company reserves the right to modify or terminate a Plan during the term of this or any agreement or to amend the terms and conditions of the Contract, upon

written notice to the Client and in accordance with applicable regulations. Such notice will be sent to the Client's last known address.

14. **Billing.** The Company's billing cycles are approximately thirty (30) days long. Monthly recurring charges are billed in advance. The Client has a period of thirty (30) days from the assigned billing cycle to submit claims to the Company for any charges or invoices. Such claim will be investigated by the Company in accordance with the Company's established dispute resolution procedure and pursuant to federal, state, and local laws and regulations.

15. **Termination/Suspension of the Service by the Company.** The Company shall have the right to suspend or terminate the Client's Plan due to non-payment of the deposit, overdue payments, violation of any terms and conditions of the Contract, or any other reason authorized by law or regulation. In the event of suspension due to non-payment, the Client will have to pay a reconnection fee. In such event, charges for previously provided services will be reinstated, the Client will be notified by the Company of the suspension or termination of the Service, and the Client will pay for previously provided services. If the Client fails to pay the charges for this or any services provided by the Company, or violates any of the terms and conditions of this or any other service of the Company, the Company shall have the right to suspend or terminate the provision of any services provided to the Client. The Company reserves the right to terminate the Contract if it ceases to possess the necessary permits, licenses and/or authorizations to provide or offer the Service. The Client will continue to be liable for all charges, including recurring monthly charges, related to the suspension period. If the Company terminates the Contract due to non-payment and/or other violation of the Contract, the Client will return the equipment in good condition to the Company's offices, and will pay for all reasonable collection and legal fees incurred by the Company to collect what is due or to preserve or protect its rights under this agreement. If the Client fails to return said equipment, the Client shall pay THREE HUNDRED DOLLARS (\$300.00) or the market value of the equipment, as determined by the Company in its sole discretion. In the event that the Company terminates the Service due to non-payment, the Company shall be entitled to charge an early termination fee equal to THREE HUNDRED DOLLARS (\$300.00).

16. **Termination of the Service by the Client.** The Client has the right to terminate the service and this Contract without incurring any penalty charges, if requested within forty-eight (48) hours from the date of installation. The Client will be reimbursed for any monies paid to the Company, if any, in excess of the cost of installation. If the Client terminates the Contract prior to its expiration, the Client agrees to pay an early termination fee equal to the amount of monthly payments remaining according to the Service Costs multiplied by the remainder of the term. This amount will become due immediately upon the Client's cancellation of service. The Company shall be able to withhold the Client's deposit and apply to any unpaid due amounts, in lieu of covering damages if there are no applicable damages or loss in accordance with this agreement. In the event that the Client has authorized the Company to debit their bank account or credit card for monthly payments, the Client authorizes the Company to charge the early termination fee to said account. To terminate this Contract, the Client must contact a Company customer service representative and notify its intent to terminate the Contract. The termination will be effective on

the last day of Client's account's billing cycle, upon receipt of notification.

18. **Reimbursement.** The Company has a period of sixty (60) days after the Client returns the Company's equipment to return any balance the Client has on credit. The credits will be returned by check and mail to the Client's last known address. Monthly recurring charges will be effective until the last day of the current billing cycle.

19. **Notifications.** All notifications under this Agreement shall be made in writing and sent by mail as follows: if to the Client, to the address set forth on the face of this Agreement, and if to the Company, to the attention of the General Manager, BBR IT Synergy LLC, 7000 Bahia Beach Blvd Rio Grande, PR, 00745. Either party may, from time to time, designate a different address by giving a written notification to the other party.

20. **Consumer Credit Report.** The Client acknowledges and was informed that if an adverse action is taken, in whole or in part, based on the Client's credit report, the Client is entitled to obtain a free copy of this report from the credit bureau, if requested within sixty (60) days of notification of such adverse action. Furthermore, the Client has the right to dispute the accuracy and precision of said report. Equifax with address at PO Box 364983, San Juan, PR 00936-4983 or Transunion with address at Caribbean Office Plaza Suite 211, #670 Ave. Ponce de Leon, San Juan, PR 00907 are the credit negotiators that provide the report. The Client can contact Equifax at 1-888-611-9573 and Transunion at 1-800-888-4213 or 1-800-916-8800. The Client understands that the credit bureau did not issue the adverse decision and is therefore unable to provide the Client with the reasons supporting the action.

21. **Assignment or Subleasing.** The Contract may not be assigned or transferred, in whole or in part, by the Client, nor may the Service that is the subject of the Contract be sold, resold, subleased or otherwise transferred by the Client to any third party without the prior written consent of the Company. The Company reserves the right to assign the Contract, in whole or in part, at any time and to any third party, without the consent of the Client.

22. **Collection Management.** The Client hereby expressly authorizes and consents to receive communications, including but not limited to telephone calls from the Company, its affiliates or employees in connection with collection efforts on any account or debt with the Company. The Client hereby expressly waives, resigns and rejects, to the extent permitted by law, all remedies, actions or proceedings conferred by any applicable law or in equity relating directly or indirectly to the collection efforts of the Company, its affiliates or employees.

23. **Amendments.** The Client agrees that the Company may amend the terms set forth herein or add new terms at any time, in accordance with the applicable law provisions.

24. **Electronic Reproductions.** The Contract may be converted and preserved electronically. The parties agree and accept as the original any reproduction that may need to be made to it. Such reproduction shall have the same validity for all purposes as the original.

25. **Severability.** In the event that any provision, section, clause, paragraph or part of the Contract is determined to be invalid, void or unenforceable by a court or agency with competent jurisdiction, the remaining provisions, sections, clauses, paragraphs or parts of the Contract shall continue to be valid, enforceable and executable in full force and effect. In the event that a provision, section, clause, paragraph or part of the Contract is unenforceable with respect to its dimension or term, such provision, section, clause, paragraph or part shall be enforceable by any court or agency that modifies its dimension or term in a manner that is reasonable and enforceable. The rest of the Contract will not be affected by such modification of a provision, section, clause, paragraph, or part of the Contract.

26. **Applicable Law and Jurisdiction.** This Contract is signed, granted, and shall be interpreted in accordance with the laws of the Commonwealth of Puerto Rico and any applicable regulations. By signing this Contract, the Client consents to the jurisdiction of the Supreme Court of Puerto Rico with respect to any material matter of this Contract or its termination and agrees that its jurisdiction will be exclusive. In addition, the Client agrees that any process or notice of a motion or any filing in court may be served outside the territory of the Commonwealth of Puerto Rico by certified mail with acknowledgment of receipt, or in person.

27. **Total Agreement.** The Client assures not to have relied on any written, oral or tacit representation, persuasion or understanding of any kind. This Agreement, including the face and annexes set forth in Section 1, constitutes the entire agreement between the Company and the Client, and supersedes and invalidates any prior agreements or understandings between the parties, whether oral or written, relating to the subject matter hereof. This Contract may not be modified or terminated except as provided herein.

THE CLIENT CERTIFIES THAT IT HAS READ EACH AND EVERY PART, SECTION OR ANNEX OF THIS AGREEMENT, INCLUDING THE FRONT AND APPENDICES, AND THAT THE SALES REPRESENTATIVE HAS ANSWERED ALL OF ITS QUESTIONS ABOUT THE ABOVE INFORMATION IN A SATISFACTORY MANNER AND UNDERSTANDS AND ACCEPTS THE TERMS AND CONDITIONS SET FORTH HEREIN AS REASONABLE, FAIR AND EQUITABLE.