

## General

- A. **ACCEPTANCE.** This order constitutes an offer by the Customer to DOCOMO PACIFIC which will become binding upon Customer when accepted in writing by DOCOMO PACIFIC, and the banking, negotiation or other use of any payment shall not constitute an acceptance by DOCOMO PACIFIC. All sales are made only on the terms and conditions herein. DOCOMO PACIFIC shall not be bound by any other additional terms and conditions unless expressly agreed to in writing. In the absence of written acceptance by Customer, payments for purchases hereunder shall constitute Customer's acceptance of these terms and conditions.
- B. **MODIFICATIONS.** A) No modification by Customer shall be binding upon DOCOMO PACIFIC unless the modification is in writing and signed by a duly authorized DOCOMO PACIFIC representative. B) If any provision of this agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, and any and all remaining provisions shall remain in full force and effect. C) This Agreement and the rights and duties of the parties shall be governed and interpreted according to the laws of the jurisdiction in which the service is provided. D) No assignment or transfer in whole or in part of this Agreement shall be binding upon DOCOMO PACIFIC without its express written consent. E) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, administrators, legal representatives, heirs, and assigns, where permitted by this Agreement. Customer ACKNOWLEDGES READING AND UNDERSTANDING THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM, AND THAT THIS DOCUMENT WITH ITS ATTACHMENTS IS A COMPLETE AND AN EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.
- C. **CPNI.** Customer Proprietary Network Information. DOCOMO PACIFIC will not provide personally identifiable information to any third party for the purpose of providing and provisioning Mobile or Phone Service. We do not share these records with others, unless pursuant to lawful process (i.e., valid subpoena or search warrant).
- D. **PRIVACY ACT OF 1974.** DOCOMO PACIFIC collects and maintains personally identifiable information concerning Customers. Information is used solely for normal business purposes. Federal Law prohibits DOCOMO PACIFIC from releasing all personally identifiable information, unless pursuant to lawful process.
- E. **CREDIT CHECK.** By applying for or using DOCOMO PACIFIC services, you're giving us permission to obtain your credit information from consumer credit reporting agencies at any time and for any reason. We may refuse to provide Services or require an advance payment, a nonrefundable payment, or other form of credit requirement if we determine that you may be a credit risk due to (1) your credit rating; (2) insufficient credit history; (3) previous late payments, suspension, disconnection or restoration of service; or (4) fraudulent or abusive use of any DOCOMO PACIFIC Services within the last five years. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.

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- F. **DEPOSITS.** A) DOCOMO PACIFIC may require Customer to make a suitable deposit to be held by DOCOMO PACIFIC as a guarantee of the payment of charges, the amount and form will be determined at the sole discretion of DOCOMO PACIFIC. B) The fact that a deposit has been made does not relieve Customer of the obligation to comply with DOCOMO PACIFIC's provisions on payment of bills upon presentation and does not constitute a waiver or modification of DOCOMO PACIFIC's rights to discontinue service for nonpayment of any sums due to DOCOMO PACIFIC. C) When service is terminated, the amount of deposit, if any, will be applied to the Customer's final bill and any credit balance will be refunded.
- G. **LIMITATION OF LIABILITY.** Customer expressly understands and agrees that DOCOMO PACIFIC's liability and obligations under this Agreement for service is strictly controlled and limited by the underlying carrier's tariff and laws, rules and regulations of the Federal Communications Commission and other governmental authorities which may from time to time have jurisdiction. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FROM BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN PART OR OTHERWISE, CUSTOMER'S EXCLUSIVE REMEDY IS LIMITED TO PAYMENTS BY DOCOMO PACIFIC OF DAMAGES. BUT NOT TO EXCEED 10% OF THE CHARGES PAID BY CUSTOMER OR \$500.00, WHICHEVER IS LESS. IN NO EVENT SHALL DOCOMO PACIFIC BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS TO or OF SAVINGS OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW EVEN IF DOCOMO PACIFIC HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. No action, regardless of form, arising out of the transactions hereunder may be brought by Customer more than one (1) year after the cause of action has accrued, unless specifically authorized by law.
- H. **DISCLAIMER OF WARRANTIES.** THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, RESPECTING THIS AGREEMENT AND THE SERVICE PROVIDED. NO WARRANTY IS MADE AS TO COVERAGE AVAILABILITY OR GRADE OF SERVICE.
- I. **WAIVER.** The failure of DOCOMO PACIFIC to insist on any one or more instances, upon the performance of any of the terms, covenants, or conditions herein or to exercise any right shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of Customer with respect to such future performance shall continue in full force and effect.
- J. **INDEMNIFICATION.** Unless caused by the deliberate act or gross negligence of DOCOMO PACIFIC, Customer shall indemnify and hold DOCOMO PACIFIC, its officers, employees and agents harmless against any and all claims, demands, suits, judgments, causes of action, losses, expenses, liability or damages, for libel, slander, or infringement of copyright from the material transmitted via the access telephone number, and against any and all other claims, demands, suits, judgments, causes of action, losses, expenses, liability or damages, including without limitation, for any personal injury or death arising in any way directly or indirectly in connection with this agreement or the use or liability to use the access telephone number. This indemnity shall survive the termination of this agreement.
- K. **EXCUSABLE DELAY AND FAILURE TO PERFORM.** DOCOMO PACIFIC shall not be liable for any delay or failure to perform due to any cause beyond its control. If Customer's service is interrupted and not corrected within 24 hours after DOCOMO PACIFIC receives notice, we will credit Customer upon each 24-hour period of interrupted service upon

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request, provided that the Customer's account is (paid) current. DOCOMO PACIFIC employees will be given reasonable access to Customer's premises to install, inspect, maintain, repair, or disconnect service and/or equipment.

- L. **CHANGES.** The Customer agrees that DOCOMO PACIFIC, may make any and all changes to the prices, charges and other terms outlined in this agreement without notice to Customer, except as expressly required by applicable law. DOCOMO PACIFIC, at its sole discretion, may migrate the Customer's rate plan to another rate plan, provided that the new plan's features and benefits are of equal or greater value.
- M. **CHANGES OR DISCONNECTING SERVICES.** Customer may change or disconnect service by giving DOCOMO PACIFIC at least **24-hour's** advance notice, either in person or over the phone by someone authorized on the account. DOCOMO PACIFIC does not accept fax or email requests **from a third party** to terminate service. Payment for balances due and return of any leased equipment is due immediately. Customer is responsible for payment until the account has been disconnected or transferred. A request to port your number is a request by you to terminate Service immediately. Your monthly recurring Services and the applicable charges for those monthly recurring Services shall be prorated to coincide with the termination date. Depending on the amount of Service that you have used during the month of termination, such a proration may result in you incurring overage charges.
- N. **TELEPHONE ACCESS NUMBERS.** The Customer has no property right in the telephone access number. DOCOMO PACIFIC reserves the right to assign, designate or change such number when, in its sole discretion, such assignment, designation or change is reasonable in the conduct of its business.
- O. **THEFT OF SERVICE.** The ownership of all cable and equipment provided by DOCOMO PACIFIC shall be and shall remain the property of DOCOMO PACIFIC and shall not be modified without permission. Unauthorized attachments (splitters, connectors, etc.), or equipment or unauthorized use of cable, equipment or of signal constitute theft under federal and local law. Fines range from \$500.00 to \$5000.00.

### Promotional Items

- A. Customers understand that if a customer receives a free promotional item, it is non-transferable and non-refundable. Customers cannot return or exchange it with a different product or accessory. DOCOMO PACIFIC is not responsible for any damage that may occur to the device or accessory upon receipt of the promotional item. Furthermore, DOCOMO PACIFIC also does not provide any warranties for the promotional items. Should terms and conditions not be met the customer may be charged a penalty fee for the services subscribed.

### Entertainment - (Consumer/Enterprise Cable Television Service)

- A. **CABLE TELEVISION SERVICES (ANALOG & DIGITAL).** Television service is provided via coaxial cable. Basic TV service is required for Digital TV service, along with a Digital Set-Top Box. High Definition (HD) Digital TV service is available; however, subscription to Basic TV and Digital TV service, along with an HD Digital Set-Top box is required.

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- B. **dTV+ SERVICES.** DOCOMO PACIFIC grants you a non-exclusive limited license to use the App, including accessing and viewing the provider content on a streaming-only basis through the Video Player, for personal, non-commercial purposes as set forth in these Terms. The periods during which you can view each piece of Content will vary based on the rights availability of such Content and the terms of your subscription.

C. **CABLES AND EQUIPMENT.**

Unless specifically indicated otherwise, all equipment provided by DOCOMO PACIFIC remains the property of DOCOMO PACIFIC and does not become permanent fixtures of the structure where they are installed. DOCOMO PACIFIC may remove or reconfigure any provided equipment at their sole discretion. If customer does not promptly return leased equipment upon disconnection of service, or equipment is lost, stolen or damaged, customer will be billed **\$300 for each TiVo Media Gateway DVR, \$75 for each TiVo eBox, \$250 for each digital set top converter, \$250 for each HD Converter, \$250 for each DVR digital video recorder, \$250 for each HD DVR, \$75 for each cable modems, \$75 for each EMTA (phone) modems, \$75 for each EVO Force 1 STB, and \$100 for each TechniColor modem.** If customer requests for replacement of equipment, customer will be billed **\$25 for each remote-control unit, \$25 for each surge protector unit, \$25 for each Analog Set-Top Box Converter**

Customers are encouraged to subscribe to Wire Guard at \$4.99 per month. Wire Guard is a maintenance plan that protects interior cable lines and non-plant related service issues. Customers who do not subscribe to Wire Guard may be charged \$75.00 if their service call is not related to cable plant issues.

- D. **FEDERAL COMMUNICATIONS CHARGE (FCC).** A charge of \$0.04 will be added on top of your Basic Cable service to cover the FCC.
- E. **PROGRAMMING.** DOCOMO PACIFIC has the right to add, remove, modify, or adjust channels within our programming offers with a thirty (30) day notice via mail, DOCOMO PACIFIC website, local advertisement and/or social media. Networks may at any time make changes to programming, in which DOCOMO PACIFIC has no control over. DOCOMO PACIFIC will do its best to inform Customers of changes as we receive this information.
- F. **CLOSED CAPTIONING INFORMATION.** For any questions or information concerning closed captioning please email the Network Operations Center at [dpacnoc@docomopacific.com](mailto:dpacnoc@docomopacific.com).
- G. **TiVo & Vu-IT!.** TiVo® and the TiVo logos are trademarks or registered trademarks of TiVo Inc. or its subsidiaries worldwide. Vu-IT! powered by TiVo® allows DOCOMO PACIFIC to provide TiVo® Service to its customers within service areas.
- H. **dTV+.** The DOCOMO PACIFIC dTV+ logo is among the trademarks, service marks, and/or registered trademarks of DOCOMO PACIFIC and may only be reproduced or used with DOCOMO PACIFIC's written permission and with proper acknowledgement. All other trademarks, service marks, product and service names and company names or logos that appear on the App are the property of their respective owners. Their appearance of any mark or logo on the App does not transfer any rights whatsoever in and to such mark or logo to anyone other than the owner of such mark or logo, and you may not reproduce, copy, or otherwise use any such mark without the permission of the owner of such mark.

- I. **dTV+ App.** the App may contain links to other Web sites operated by third parties. DOCOMO PACIFIC dTV+ is not responsible for the content or the privacy practices of those from third-party Web sites. DOCOMO PACIFIC makes no warranty or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites or services accessible by hyperlink from the App. DOCOMO PACIFIC dTV+ provides these links for your convenience only and does not control such Web sites. DOCOMO PACIFIC's inclusion of links to such Web sites does not imply any endorsement of the materials on such third-party Web sites or any association with their operators. It is your responsibility to review the privacy policies and terms of use of any other Web site you visit, including those you access via links from the App. You acknowledge and agree that DOCOMO PACIFIC dTV+ is not liable for any loss or damage of any kind which may be incurred by you as a result of the availability, accuracy or existence of any websites or resources external to the App, including advertising on the App or on any external websites you access through the App.

## **MOBILE - (Consumer/Enterprise Wireless Service)**

- A. **MOBILE PLANS.** Postpaid and Prepaid plans are considered one or a combination of the following services: Mobile Voice, SMS and/or Data service. Postpaid service is billed after the fact, according to the use of mobile services towards the end of each month or billing period. Due dates for payment must be met to avoid any service interruption or account termination. Prepaid service requires advanced purchase of service credits for use. Prepaid cards or top-up requests must be done prior to use.

### **B. CONSUMER UNLIMITED PLANS (UNLIMITED FLOW) AND INCLUSIONS**

- a. **Consumer Unlimited Plans.** Postpaid Unlimited plans (named Unlimited Premier, Unlimited Plus, Unlimited Add-on) are considered a combination of unlimited local mobile Voice, SMS and/or Data service. Use of the services shall constitute acceptance of the conditions outlined in the Wireless Fair Use Policy.
- b. **Multi-line discounts.** An active Unlimited Premier or Unlimited Plus line must be present on the account to avail of multi-line discounts and access Unlimited Add-on. Monthly recurring charges are determined on the plan selected, number of lines and additional standard fees. Charges may vary month by month. Unlimited plans and discounts cannot be combined with any other service offers unless specified. A maximum of five (5) mobile lines may be activated on a DOCOMO PACIFIC residential account.
- c. **Visual Voicemail.** This service is provided to all Unlimited Plan customers and is dependent on the device and operating system used. Devices must be operating on minimum iOS15 (Apple) or Android 13 (Android) or newer. Older devices may not have visual voicemail capabilities. Visual voicemail is only available to devices purchased from DOCOMO PACIFIC.
- d. **Mobile Hotspot.** Mobile Hotspot usage is bound by terms outlined in the Wireless Fair Use policy. Unlimited Premier plan provides unlimited mobile hotspot access. Unlimited Plus plan provides twenty gigabytes (20GB) a month in hotspot data. Data speeds will decrease once consumed. Mobile hotspot is not available with the Unlimited Add-on plan.
- e. **dTV+ Lite.** Mobile only customers with Unlimited Plans may access dTV+ Lite with a maximum of two concurrent streams. dTV+ Lite is included with Unlimited Premier. Customers may add dTV+ Lite as an extra to Unlimited Plus and Add-on plans for \$5 a month. Extras may be added or cancelled at any time. Charges will be prorated. If mobile services are placed on hold or cancelled, the corresponding dTV+ Lite service will also be suspended or cancelled. By using dTV+ Lite via the dTV+ App, customers understand and agree to the terms as outlined in Entertainment section (I).
- f. **Data Roaming.** Unlimited plans include access to Data-to-go for \$10 a day when travelling abroad. Standard data-to-go policies apply. Five gigabytes (5GB) of data roaming when

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travelling to Japan, Philippines, South Korea and United States of America is included with the Unlimited Premier Plan. Once the allocated data is consumed, data- to-go services will automatically activate unless disabled.

- g. **Long Distance.** Standard long-distance rates apply for all Unlimited Plans. Unlimited calls and SMS to the United States of America is included with the Unlimited Premier plan. Calls and SMS to other destinations with a +1 country code are also included. Examples are: Canada, Puerto Rico, Virgin Islands, American Samoa and several Caribbean nations.
- h. **Changes, temporary holds and cancellations of Unlimited Plans.** Changes, temporary holds and cancellations are permitted at any time unless specified otherwise. Multi-line discounts are applicable to active lines and are only available when an Unlimited Premier or Unlimited Plus plan is active on the account. Discounts will no longer apply to remaining mobile lines if there are no Unlimited Premier or Unlimited Plus plans active on the account.
- i. **Bring your own device.** It is the responsibility of the customer to ensure customer owned and managed (COAM) devices are unlocked and compatible with the DOCOMO PACIFIC network prior to service activation. Standard security deposits and activation fees apply.
- j. **Outright purchase of devices.** Customers purchasing a new device outright with DOCOMO PACIFIC must activate an Unlimited Plan. One device per line activated is permitted. Services must be active for a minimum of six (6) months. If the service is cancelled before this time, an early termination fee of \$200 per line will be charged. This fee is only applicable to devices not marketed as prepaid.
- k. **Standard Fees and surcharges.** All standard fees and surcharges associated with mobile services are applicable and will appear on monthly invoices.
- l. **Changes to Unlimited Plans.** Changes to price and inclusions are subject to change at any time without notice unless required by law.

### C. ADDED SERVICES

- a. **SMS (Short Messaging Service/Text Message).** Incoming SMS/Text messages do not incur any fees. Outgoing SMS/Text message fees are dependent on destination. For the latest competitive SMS/Text messaging rates, please visit <https://www.docomopacific.com>.
- b. **Data Top-Ups.** Data usage can be viewed with myDATA+ by visiting <https://www.docomopacific.com/mydata> or by texting "data" to 3282 from your DOCOMO PACIFIC mobile postpaid device.
  - 1. Upon reaching 80%, 90%, and 100% of your monthly data bucket, you will receive an SMS notification
  - 2. To maintain high-speed data, choose from multiple data top- up options by texting "data" to 3282 from your DOCOMO PACIFIC mobile device. Data top up will be added to current billing cycle bucket and will be billed to the next monthly invoice and will appear as a separate line item.
    - A. Reply "1" for 1GB for \$3
    - B. Reply "2" for 3GB for \$5
    - C. Reply "3" for 5GB for \$10
  - 3. Data speeds reduced for the remainder of the bill cycle, and reset when the next bill cycle begins
  - 4. Data Top-Ups are not available for ACCESS plans
- c. **Roaming and Long Distance.** DOCOMO PACIFIC offers roaming to multiple destinations worldwide. Services are deactivated upon activation unless specified otherwise. To ensure roaming is accessible or to activate roaming services on your mobile device, please contact 671 688-CARE (2273) in Guam, 670 488- CARE (2273) in the CNMI or visit any retail location. Roaming and long-distance services are not applicable to "Data Only" services. For the latest competitive roaming and long-distance rates, please visit <https://www.docomopacific.com>. Data to go services are available in the United States and select international destinations. For a flat rate daily fee, Data to go allows eligible

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Customers to access their existing data bucket while connected to specified carrier partners. The flat rate fee per day is charged daily (12:00AM-11:59PM ChST) regardless of actual time usage commenced abroad. Included international destinations and carrier partners are subject to change at any time. Customers are to contact DOCOMO PACIFIC prior to departure for the most up to date information. Failure to connect to the designated carrier may result in pay-as-you-go international roaming data charges to your account. In the event charges incurred exceeds \$1,000USD, DOCOMO PACIFIC will make every attempt to advise the Customer and has the right to suspend data to go services. Note that standard roaming charges may still apply for inbound and outbound calls and SMS (local and international).

- D. DATA SERVICES.** DOCOMO PACIFIC provides Data Services, which allow access to the internet. Data allotment is dependent upon the type of Data plan subscribed to. If no Data plan is subscribed to, Pay-As-You-Go Data is automatically activated, unless specified by Customer. Additional data buckets may be purchased for an additional fee. Unused Data buckets do not roll-over to the next bill cycle. Applications may continue to run in the background which will use data service and deduct from your data plan bucket. Mobile Data Services are intended for (i) web browsing; (ii) electronic mail ("e-mail"); (iii) multimedia messaging services ("MMS"); (iv) any other applications which require normal capacity usage on your mobile device; and (v) any other mobile data communications which require normal capacity usage using the functions of your mobile device. Data Plans are not intended as substitute or backup for private lines, landlines, or full-time connections. DOCOMO PACIFIC reserves the right to modify, disconnect, and/or terminate a Data Plan at any time and without notice in the event the Data Plan is used in any prohibited manner, including excessive or unauthorized usage that adversely impacts its wireless network capacity or interferes with regular service to other Data customers.
- E. ACCESS PASSES.** DOCOMO PACIFIC Access Pass allows the use of certain designated apps that do not count against your monthly data allowance ("data cap"). There are a variety of Passes to choose from, including:
- a. Music Pass: Spotify, Apple Music, Pandora
  - b. Social Pass: Facebook, Facebook Messenger, TikTok, Instagram, Snapchat, Twitter, WhatsApp, WeChat, Line, Skype, Kakao Talk.
  - c. Party Pass: Spotify, Apple Music, Pandora, Facebook, Facebook Messenger, TikTok, Instagram, Snapchat, Twitter, WhatsApp, WeChat, Line, Skype, Kakao Talk
  - d. All Access: Spotify, Apple Music, Pandora, Facebook, Facebook Messenger, Instagram, Snapchat, Twitter, WhatsApp, WeChat, Line, Skype, Kakao Talk, Netflix, YouTube, Hulu, Amazon Prime Video, ESPN+.
  - e. GEN Z Social Pass: Facebook, Facebook Messenger, Instagram, Snapchat, Twitter, WhatsApp, WeChat, Line, Skype, YouTube, Viber, Spotify.
  - f. If data usage is not covered by selected DOCOMO PACIFIC Access Pass, this data usage will be deducted from monthly data allowance.
  - g. Additional content: Customer understands that additional content (e.g., advertising) or third-party content (e.g/ location sharing, GIFs, external videos, maps) featured in certain apps may not be included in your DOCOMO PACIFIC Access Pass and may count against your data allowance.
- F. TETHERING/HOTSPOT.** DOCOMO PACIFIC does not block or otherwise restrict tethering unless explicitly specified. Customers may tether another device to a phone, tablet, or MiFi device, and use the allocated gigabyte allotment within the selected plan. After the allotment has been reached, data speed will be throttled. Customers on an Access plan will enjoy endless data from the apps included in designated Access passes. Note that certain devices such as video game consoles, TVs, or smart devices such as Chromecast, Roku, or Fire TV Stick, may not be compatible with DOCOMO PACIFIC

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Access Passes, resulting in the pass not working or data being deducted from your monthly data allowance.

- G. **ROAMING.** DOCOMO PACIFIC Access Passes cannot be used in our Data To Go destinations. DOCOMO PACIFIC Access Passes are not available for use in our Data To Go or Rest of World destinations. If you exceed the fair usage policy, any data usage that would normally be covered by your DOCOMO PACIFIC Access Pass will instead come out of your inclusive data allowance.
- H. **VIRTUAL PRIVATE NETWORK (VPN).** If you are using a virtual private network (VPN), a proxy, or your device is configured to an external domain name system (DNS) other than DOCOMO PACIFIC's, the DOCOMO PACIFIC Access Pass will not work and your usage will come out of your data allowance.
- I. **DEVICES.** Certain devices may be locked to DOCOMO PACIFIC's network. These devices may be unlocked upon Customers request; however, contract terms must be fulfilled, and additional fees may apply. Some conditions apply.
- J. **Replacement device purchase.** Existing customers may purchase one (1) replacement device outright per year/per line. Customers must be an existing Postpaid customer for at least thirty (30) days or a Prepaid customer for at least ninety (90) days to be eligible.
- K. **NOW Program.** The NOW program is an equipment installment program (EIP), enabling well-qualified customers to purchase eligible equipment, dividing the retail price of the handset into monthly installment payments. Eligibility to place a device/s onto the NOW program is subject to credit checks. Depending on the number of lines, credit, and tenure, an advanced payment may be required. Only main account holders are permitted to place devices on the NOW Program. Customers must remain on qualifying service in good standing for duration of EIP agreement. In the event the customer cancels wireless service associated with the device or services are disconnected due to non-payment, the remaining balance on phone/device becomes due. All remaining installments on the NOW Program must be paid in full prior to cancellation or transfer of ownership of the account. Late/non-payment fees may apply.
- L. **NOW Trade-In Program.** Limited time offer; terms subject to change without notice. Applicable to customers located in Guam and CNMI. All devices presented for trade-in will be assessed by a DOCOMO PACIFIC Retail associate using an online trade-in assessment tool. Customers will be informed of the basic valuation criteria prior to handing the device over for inspection and assessment. The associate may perform a series of simple tests on the device in front of the customer. The customer will be asked a series of questions to help determine the working status of the device and is expected to answer honestly to the best of their knowledge. Only unlocked devices as specified by DOCOMO PACIFIC will be eligible for trade-in. This list is subject to change at any time. Accepted trade-in devices qualify for credit. Credit applied to existing NOW Program Equipment Installment Plan(s) (EIP) balance(s). **All trade-ins are final. Once you trade in your device you cannot get it back.** Limit of one (1) device per active line after twelve (12) timely payments and the remaining balance can be paid-off. Unless otherwise specified, trade-in is only eligible to customers joining or renewing services that include the NOW program with a minimum Access plan as specified by their region of residency. All Customers will be subject to standard credit checks and criteria of their selected plan options and the NOW Program.
  - a. **Password/Locking Features.** You must reset your device to factory settings and remove any passwords or locking features before trading it in; refer to your phone instructions



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manual or contact your device's Customer Support to disable those features. If you fail to do so, the device will not be eligible for trade-in. DOCOMO PACIFIC is not liable for any customer personal content found on any device once traded in.

- b. **Trade-in acceptance.** DOCOMO PACIFIC will accept device battery chargers and accessories, but this will not affect the value of the device trade-in.
  - c. Customers are responsible for cancelling any network service linked to each mobile device. DOCOMO PACIFIC is not responsible for any usage charges arising before, or after receipt of your mobile device, or arising from any other circumstances. Please ensure you remove your SIM card before submitting your mobile device.
  - d. DOCOMO PACIFIC accepts no liability in the event that a SIM card is included with a mobile device that incurs charges. Any SIM cards received with your mobile device will not be returned and will be destroyed.
  - e. Customer agrees to release DOCOMO PACIFIC from any and all claims, losses or damages with respect to any data stored or contained in the mobile device or on any media used in conjunction with the mobile device, including apps, SMS, photos, games, songs or other data. DOCOMO PACIFIC accepts neither responsibility nor liability for and in relation to the security, protection, confidentiality or use of such data and it is your responsibility to ensure that such data is removed from the mobile device prior to you handing it over.
  - f. Customer is solely responsible for any personal data left on a device. If any personal information/personal data is contained in the mobile device which has not been deleted when DOCOMO PACIFIC receives it, it will be deleted and DOCOMO PACIFIC shall not be held responsible or liable for such deletion. Additional Terms and Conditions may apply. Please visit [www.docomopacific.com](http://www.docomopacific.com) for more details.
- M. AVAILABILITY OF CELLULAR SERVICE.** Cellular Customer service is provided by the underlying carrier solely and exclusively in accordance with the applicable tariff filed with the local public utilities commission (copy available upon request) if required by law or regulation. Cellular Customer service is available to cellular radio units equipped for this service when in range of cell site location in the relevant Cellular Geographic Service Area (CGSA), subject to limitations and interruptions as set forth in the carrier's tariff including, but not limited to, transmission limitations caused by atmospheric and other conditions.
- N. PAYMENT OF CHARGES.** Customer is responsible for payment of all charges for cellular services furnished including, but not limited to:
- a. All calls originated or received by Customer's cellular radio units, as well as any other charges billed to Customer's access number;
  - b. Usage and tolls will be billed at the end of each billing period. Access charges and optional features will be billed monthly in advance of service. Additionally, DOCOMO PACIFIC may, to safeguard its interests, bill Customer in advance each month an amount equal to one month's estimated charges for usage and tolls. Payments made in advance will be credited to Customer's account to the end of the billing period.
  - c. Fees incurred from early termination of mobile services.
  - d. Customer's bill payment is due no later than the due date specified on the bill. Late payment may result in temporary or permanent disconnection of service;
  - e. In the event the cellular radio unit is lost or stolen, the Customer shall immediately report such loss or theft to DOCOMO PACIFIC. Customer shall remain liable for all usage and toll charges origination from or received by the Customer's access number until such time as the loss or theft is reported to DOCOMO PACIFIC. Monthly charges continue until the service is terminated;
  - f. When payment for services is made by check, draft or similar negotiable instrument, there will be a charge to Customer for each item returned to DOCOMO PACIFIC unpaid for any reason;
  - g. The charges for a fractional part of the month will be proportionate part of the monthly recurring charge based on the actual number of days the service is provided;
  - h. Late fee(s) will be assessed for late payments.

- O. **RESPONSIBILITY OF THE SUBSCRIBER FOR THE CELLULAR RADIO EQUIPMENT.** A) DOCOMO PACIFIC is not responsible under this Agreement for the installation, operation, and quality of transmission or maintenance of Customer's cellular radio equipment; B) Customer must provide and maintain all cellular radio equipment and ensure that it is technically and operationally compatible with service and that it does not interfere with cellular service and complies with Federal Communication Commission ("FCC"), Territorial or other governmental authority, laws, rules and regulations.
- P. **CELLULAR EQUIPMENT.** A limited warranty of 1-year from date of purchase is available for new cellular equipment of the same model or tablet\* purchases. This warranty applies to manufacturer defects and excludes liquid and/or physical damage. Warranty does not apply to normal wear and tear of the mobile device or accessories packaged with the device. \*Excludes Apple iPads. A one-time five (5) day defective exchange applies only to accessories purchased at a DOCOMO PACIFIC Retail Store. Does not apply to earpieces/ear buds. All sales are final. No returns or exchanges.

Consistent with the terms set forth in the TechZone intake form, DOCOMO PACIFIC assumes no liability when a device is submitted for diagnostic assessment and repair. In-warranty devices diagnosed by TechZone as having manufacturer defects may be eligible for one (1) replacement device of equivalent value. The defective device must be surrendered to DPAC at time of exchange. All data is removed from the surrendered device via factory reset.

Q. **FEES AND SURCHARGES**

- a. **USF (Universal Service Fund).** USF is a mandatory fee which is used to promote increased access to telecommunications services in the US. USF rates are set by the FCC and may change quarterly. USF appears on your monthly bill of service as a separate line item and is applicable to Local Voice, Local SMS, and Toll Charges.
- b. **E-911.** E-911 fees are charges required by local law to finance Enhanced 911 services. A \$1.00 fee for E-911 will be charged per unit, in addition to your monthly rate for VOICE, SMS and/or DATA Customers.
- c. **Local Number Portability (LNP).** In accordance with FCC rules and regulations, Customers who switch service providers within the geographical area may keep their phone number. A fee is automatically assessed and charged \$0.50 per mobile number and will appear on the Customers' monthly bill of service as a separate line item. A fee of \$50.00 is assessed if the Customer decides to keep their number and switch service providers. This fee will be assessed on top of any remaining balance once the porting process is completed.

**INTERNET - (Consumer/Enterprise Wired & Wireless Internet Service)**

- A. **INTERNET EQUIPMENT.** Unless specifically indicated otherwise, all Cable, Attachments and Equipment provided to Customer remain the property of DOCOMO PACIFIC and do not become permanent fixtures of the structure where they are installed. DOCOMO PACIFIC may re-configure or remove cables, attachments, or other equipment at its sole discretion. If Customer does not promptly return leased equipment upon disconnection of service, or equipment is lost, stolen or damaged (to include lightning/power surge), Customer will be billed for equipment as follows: BEC AirConnect® 8232 (\$799.99), Nova-2004 XGS-PON Optical Network Terminal (ONT)

## DOCOMO PACIFIC TERMS AND CONDITIONS

(\$350.00), TP Link Multi-Gig Switch (\$300.00), C6x (\$190.00), Horizon i282 (\$186.00), SuperPod 6E (\$150.00), Technicolor Modem (\$100.00), Cable Modem (\$75.00), EMTA-Embedded Multimedia Terminal Adapter (\$75.00), SuperPod AC (\$75.00), PoE Injector (\$20.00). Two (2) SuperPod 6Es are included with Fiber Internet services. A \$5 monthly rental fee will apply per additional SuperPod 6E required. Upon disconnection of services, all SuperPod 6Es must be returned. Up to two (2) SuperPod ACs are included with dFi+ Internet services. One (1) SuperPod AC is included with Wireless Home Internet services. A \$3 monthly rental fee will apply per additional SuperPod AC required. Upon disconnection of services, all SuperPod ACs must be returned. Customers are encouraged to subscribe to Wire Guard at \$4.99 per month. Wire Guard is a maintenance plan that protects interior cable lines and non-plant related service issues. Customers who do not subscribe to Wire Guard may be charged \$75.00 if their service call is not related to cable plant issues.

- A. **QUALITY OF SERVICE.** DOCOMO PACIFIC Internet provides services with "Up to" speeds. Due to traffic and quality of service, Customer may or may not experience advertised speeds. Severe weather events, such as storms or heavy rainfall, may impact service performance temporarily. Our Customers are encouraged to visit us or call to identify any issues with the serviceable address. Customers understand that DOCOMO PACIFIC Internet is only available in serviceable areas, and that moving residential homes may pose a risk to the quality of service outside of certain locations. Customers further acknowledge that upon relocation to a new residential address, Customer must inform DOCOMO PACIFIC. If Customer requests to continue services with DOCOMO PACIFIC, serviceability in the new residential location must be verified to ensure quality of service.
- B. **DOCOMO PACIFIC WiFi.** Based on the Access to DOCOMO PACIFIC WiFi is available for Internet Customers and number of logins are based on service level tier subscribed to. More information can be found at <https://www.docomopacific.com/online/wifi>.
- C. **INTERNET PLANS** Customer understands and agrees to pay DOCOMO PACIFIC an early termination fee (ETF) for cancelling before the contract expiration date. Early termination fees applied are based on the total number of months left on the customer's contract term as follows and are charged per applicable Service Agreement Contract: 50% of the remaining contract value.

## Whole Home WiFi Terms of Use

### Plume Service and Eligibility

1. DOCOMO PACIFIC's Plume service consists of the initial supply of up to two SuperPod and a Plume Membership with DOCOMO PACIFIC ("Plume Service").
2. DOCOMO PACIFIC's Plume service consists of the initial supply of two SuperPod 6Es and a Plume Membership with DOCOMO PACIFIC's Fiber Internet ("Plume Service").
3. The Plume Service is only available to selected residential customers who meet our pre-acceptance checks and criteria. To be eligible for the Plume Service you must:

## DOCOMO PACIFIC TERMS AND CONDITIONS

- a. have DOCOMO PACIFIC internet access and a device capable of downloading and using the Plume WiFi App;
- b. download the Plume WiFi App from Google Play or the Apple App Store and follow the set-up instructions, including acceptance of Plume's partner terms (which are available on the Plume WiFi App when you first set up your Plume profile);
- c. use the Plume Pods we supply; and
- d. receive your bill.

### Plume Membership with DOCOMO PACIFIC

1. Your Plume Membership with DOCOMO PACIFIC will start from the date we confirm you are eligible for the Plume Service and will continue month-to-month until cancelled.
2. You acknowledge that without a Plume Membership from us, the Pods will have limited functionality. You will only be able to access basic network management and WiFi configuration. Membership features such as Adaptive WiFi™, guest access with HomePass® and parental controls, will not be available. Please note that Plume membership is not transferable between internet service providers.
3. A monthly fee will be charged for the Plume Membership and is generally invoiced a month in advance.
4. We reserve the right to change the monthly Plume Membership fee from time to time on giving 30 days' written notice to you, together with our reasons for that change.
5. You can cancel your Plume Membership at any time. If you cancel your membership, you will continue to have access to the full Plume Service from DOCOMO PACIFIC until the end of your monthly billing period.
6. To cancel your Plume Membership, please contact us by calling **671-688-2273**.
7. Plume Membership fees are non-refundable, and we do not provide refunds or credits for any partial-month membership periods (e.g. if you cancel your Plume Membership during a month for which a membership fee has already been invoiced).

### About Plume

DOCOMO PACIFIC has partnered with Plume Design, Inc. to offer you this Plume Service. You can find out more about Plume Design, Inc., its products and its business at [www.plume.com](http://www.plume.com).

DOCOMO PACIFIC has been appointed by Plume Design, Inc. as an authorized reseller of Pods and the Plume Adaptive WiFi Solution. By agreeing to receive the Plume Service and/or by purchasing and using Pods from us, you acknowledge and agree:

- to accept Plume Design, Inc.'s standard partner terms (which are available on the Plume WiFi App when you first set up your Plume profile);
- that Plume Design, Inc. is and will be the exclusive owner of all intellectual proprietary rights, title, and interest in the Pods, the Plume WiFi App, and Adaptive WiFi Solution;
- that Plume Design, Inc. may anonymize and/or de-identify any personal information you provide to Plume (e.g. via the Plume WiFi App) and that Plume Design, Inc. may use such

anonymized and/or de-identified information for long term trend analysis to continually improve optimization algorithms and to provide services to its customers (including other resellers of Pods and the Plume Adaptive WiFi Solution).

## **DIGITAL PHONE - (Consumer/Enterprise Wired Phone Service)**

- A. **PHONE PLAN, TOLL USAGE & DIRECTORY ASSISTANCE.** Phone service allows local, long distance, & international long-distance calls. Additional charges apply for long distance & international long-distance calls. Long Distance & Directory Assistance (411) Rates available at [www.docomopacific.com/phone/plans](http://www.docomopacific.com/phone/plans).
- B. **PHONE EQUIPMENT.** Unless specifically indicated otherwise, all Cable, Attachments and Equipment provided by DOCOMO PACIFIC remain the property of DOCOMO PACIFIC and do not become permanent fixtures of the structure where they are installed. DOCOMO PACIFIC may remove or alter the Cable, attachments, or equipment at their sole discretion. If Customer does not promptly return leased equipment upon disconnection of service, or equipment is lost, stolen or damaged (to include lightning/power surge), Customer will be billed for the equipment as follows: **EMTA-Embedded Multimedia Terminal Adapter (\$75.00)**.
- C. **LIFELINE DISCLAIMER & POWER FAILURE.** Phone service is not a lifeline service. In the event of a power outage, both your phone service and E911 service will be unavailable. Call forwarding may be set up in the event of this situation.
- D. **CALL DETAILS.** Local call detail records are available upon request. Long Distance call detail records available through self-care service at [mydocomopacific.com](http://mydocomopacific.com). Fees and conditions may apply.
- E. **FEES AND SURCHARGES** USF and E-911 fees applicable to Digital Phone service (see "Fees and Surcharges" section above).

## **Service Termination, Change in Residence, & Collection Policy**

- A. **DISCONNECTION OF SERVICE FOR CAUSE.** If payment of any sum due to DOCOMO PACIFIC by Customer is not made on time or if Customer is any other way in default under this Agreement or upon violation of any of the laws, rules and regulations as provided by other governmental authority governing the furnishing of Entertainment, Mobile, Internet, or Phone services, DOCOMO PACIFIC, at its sole discretion, without incurring any liability to Customer, has the right to immediately or temporarily disconnect or terminate the furnishing of services to Customer. Additionally, DOCOMO PACIFIC reserves the right to exercise any other remedy existing at law or in equity. Customer will be charged a fee for reactivation of services.
- B. **PAYMENTS UPON TERMINATION UNDER SCRA.** Should Customer terminate this Agreement pursuant to the Service members Civil Relief Act (SCRA), this provision shall survive this Agreement. Under this provision, "device" refers to any mobile device whose purchase was subsidized by DOCOMO PACIFIC and used with cellular service provided by DOCOMO PACIFIC and internet, Entertainment and/or Phone equipment under this Agreement. Upon termination under the SCRA, Customer must, within THIRTY (30) days:
  - a. If You purchased a cellphone, tablet, or similar equipment from DOCOMO PACIFIC, and the cost of which is spread over the term of Your contract You may return the unit/equipment in a saleable condition or any balance due will become immediately due

## DOCOMO PACIFIC TERMS AND CONDITIONS

and payable upon termination under the applicable NOW (Equipment Installment Plan) financing plan.

- b. I acknowledge that if the unit/equipment is in non-saleable condition with liquid and/or physical damage or is unreturned at the time of termination of the contract, such equipment will be deemed as a liability and any outstanding balance will be immediately due and payable.
  - c. Access penalty fees and Temporary Suspension fees will be waived and agreement term will not be extended.
  - d. I agree to pay DOCOMO PACIFIC any service fees, taxes, and other obligations and liabilities imposed by the contract that are due and unpaid or underperformed at the time of termination.
- C. **DOCOMO PACIFIC EXPENSES.** Customer shall pay to DOCOMO PACIFIC all costs and expenses, including without limitation, reasonable attorney's fees, and the fees of any collection agencies and court costs, incurred by DOCOMO PACIFIC in exercising any of its rights or remedies here under or enforcing any of the terms, conditions, or provisions thereof.

### D. PAYMENTS AND COLLECTIONS.

- a. Customer Entertainment/ phone, mobile and/or internet service payment is due for that month's service. Your due date is printed on the monthly invoice. If payment is not received within five (5) days after the due date, Residential customers will incur a late fee of \$9.99 and Business customers will incur a late fee of 2% of the invoiced amount.
- b. If payment is not received within thirty (30) days, Your account will be subject to disconnection without notice.
- c. Non-receipt of billing statement and/or invoice does not prevent Your account from being due or payable.
- d. All disputes involving invoiced amounts must be presented to DOCOMO PACIFIC within ninety (90) days of the invoice date.
- e. No credit will be given for a period greater than 120 days.
- f. If service is disconnected for non-payment, a reconnection fee will be charged and customer must pay the balance in full before service will be reinstated. Reconnection fee per account is **\$25.00**.
- g. Checks returned for any reason will be assessed a charge of \$35.00.
- h. Payments made after "Due Date" will appear on your next billing statement.
- i. All Consumer and Enterprise billing inquiries/disputes must be submitted within ninety (90 days) of the date of the invoice in question to either a Retail Service Department, via phone to a Call Center Department, or to the Credits & Collections Department. Please note that balances will only be released to the account holder or their authorized agent. Balances may be released to those paying on behalf of the account holder when visiting any DOCOMO PACIFIC payment location.
- j. Customers are obligated to update credit card, mailing address and other contact information accordingly. Request for change of mailing address and/or contract information may be made in person with written authorization by account holder and/or via phone or email. Account holder must authorize changes or updates to credit card information in person, by mail, or via facsimile.

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- k. All past due accounts, inclusive of those affected by returned checks and credit card recurring declinations, are subject to immediate disconnection without further notice.
- l. Services will be temporarily disconnected if payment(s) are not received within forty-five (45) days from the invoice date. A \$25.00 reconnection fee will be charged per account for services that have been affected for this reason.
- m. Accounts with outstanding balances over sixty (60) days will be permanently deactivated and security deposit/penalty fee (if applicable) will be imposed accordingly. If a credit card has been imprinted or authorized as a security deposit, the outstanding balance will be charged to the credit card at that given time. If all efforts to collect the outstanding balances have been exhausted, the delinquent account will be forwarded to a collection agency. Additional fees may apply. Once the account is forwarded to a collection agency, all correspondence, disputes, payments and other fees must be made directly with the collection agency.
- n. Customers must pay in full any past due balance before service will be reinstated. Past due accounts will be forwarded to a collection agency after 120 days, and customer will be liable for any fees the agency may impose. Customers who are disconnected with an unpaid, delinquent balance will be reported to the credit bureau. If an account is sent to small claims for collections, customer will be liable for all associated fees. If the account is recalled from the Collection Agencies Office, recall fee and/or interest fees will apply.
- o. Participating accounts on DOCOMO PACIFIC's NOW Program with outstanding balances over sixty (60) days will be permanently deactivated and the unpaid handset installations will be billed to the account. Services may be reinstated after full balance of the Handset on the **NOW Program** and outstanding balance is cleared. If a Credit/Debit Card has been imprinted or authorized for payments on the account, the outstanding balance will be charged to the card at that time. If all efforts to collect the outstanding balances have been exhausted, the account will be forwarded to a collection agency, which may impose additional fees.

### **E. TERMINATION OF AGREEMENT BY CUSTOMER OR DOCOMO PACIFIC.**

- a. Customer agrees to the terms of this Service Agreement as stated above.
- b. Customer may terminate this Agreement with no penalty within FOURTEEN (14) days of the Activation Date. Other charges, including local and toll usage charges and handset penalties, Entertainment, Internet and Phone equipment, VOD purchases, PPV purchases and any other applicable charges still apply.
- c. Customer may at any time after 14 days, with or without cause, terminate this Agreement by notifying DOCOMO PACIFIC in writing THIRTY (30) days in advance. The following penalty fee(s) will apply accordingly.
- d. A request to port your number is a request by you to terminate Service immediately. Your monthly recurring Services and the applicable charges for those monthly recurring Services shall be prorated to coincide with the termination date. Depending on the amount of Service that was used during the month of termination, such a proration may result in incurring overage charges in which Customer will be billed and is liable for.
- e. Customer understands and agrees to pay to DOCOMO PACIFIC an early termination fee (Unit Penalty Fee) for cancelling before the contract expiration date. Entertainment, Internet, and Phone equipment's must be returned to avoid unreturned equipment penalty fees. Customers with military orders on a contract, Unit Penalty Fees still apply. Customer understands that video calling, long distance, roaming, and SMS charges are billed in addition to their mobile plan. In addition to the terms and conditions stated in this document, all other terms and conditions will be guided by DOCOMO PACIFIC's Terms and Conditions of Cellular Telephone Service Contract, as well as the Terms and Conditions of

## DOCOMO PACIFIC TERMS AND CONDITIONS

Entertainment, Internet, and Phone services. Entertainment, Internet, and Phone services do not incur access penalty fees; however, unreturned equipment fees still apply. Unit Penalty fees applied are based on the total number of months left on the customer's contract term as follows and are charged per applicable Service Agreement Contract: (1) 19-24 Months left: \$600.00 (2) 13-18 Months left: \$400.00 (3) 7-12 Months left: \$300.00 (4) 1-6 Months left: \$0.00.

- f. **Applicable to Service members Only.** Pursuant to the Service Members Civil Relief Act (SCRA), a servicemember may terminate a contract without penalty for a commercial mobile service, telephone exchange service, internet access service, or multichannel video programming service any time after the date the servicemember receives military orders to relocate for a period of not less than ninety (90) days. A service member must provide DOCOMO PACIFIC with written or electronic notice of the military orders and must specify the DOCOMO PACIFIC service termination date.

### Promotional Items

- A. Customers understand that if a customer receives a free promotional item, it is non-transferable and non-refundable. Customers cannot return or exchange it with a different product or accessory. DOCOMO PACIFIC is not responsible for any damage that may occur to the device or accessory upon receipt of the promotional item. Furthermore, DOCOMO PACIFIC also does not provide any warranties for the promotional items. Should terms and conditions not be met the customer may be charged a penalty fee.