



## DOCOMO PACIFIC

### Service and Product Terms and Conditions

***PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.*** For the purposes of this document, the term “DOCOMO PACIFIC” refers to Docomo Pacific, Inc. and Docomo Pacific (Saipan), Inc.. The terms “you” and “your” refer to the person or entity that has signed this Agreement for Services. The terms “Service” or “Services” include and incorporate Mobile, broadband, digital television, and/or other services ordered on the Customer Application and any additional services you may order or obtain from DOCOMO PACIFIC at any time that are not expressly governed by another agreement you sign with us. The term “Product” includes any device, equipment, material, or other good sold or provided to you by DOCOMO PACIFIC, including any device under a Handset Payment Option. The term “Agreement” includes and incorporates the Customer Application, the Terms and Conditions, the DOCOMO PACIFIC rules and policies applying to the use of the Services, and any DOCOMO PACIFIC addenda that you may sign at any time.

#### **By signing this Agreement:**

- (1) You acknowledge that you are an adult, eighteen (18) years or older. If this is a business account, you acknowledge that you are authorized to act as an agent for your company, corporation, partnership, or other business entity.
- (2) You have read, understood, and agreed to be bound by this Agreement.
- (3) DOCOMO PACIFIC will provide the Services as indicated in the Customer Application to you for the period agreed to and relevant to the Services ordered. If you cancel this order at any time prior to the expiration of the initial term, you may be charged a termination charge as described below, relevant to the Services ordered.

### **General Terms & Conditions**

**I. Acceptance of Agreement.** You acknowledge and accept this Agreement by (a) activating or using the Service; (b) signing the Agreement; or (c) orally or electronically accepting the Agreement. If you do not accept this Agreement, DOCOMO PACIFIC will be under no obligation to provide you with these Services. These General Terms & Conditions apply to all Services and products sold or provided by DOCOMO PACIFIC. Additional terms and conditions provided below shall apply to the different lines of Services (Mobile, Mobile prepaid, internet, digital television) on your account.

**II. New and Existing Customers.** A New Customer is defined as an individual or business entity that has NOT had ACTIVE Services with DOCOMO PACIFIC for ninety (90) days and does not have any outstanding balances. If a customer does not meet the above criteria, then they will be defined as an Existing Customer. If a former Customer attempts to activate terminated services within 90 days, this account will NOT be considered a new Customer, but rather a



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reactivation of an existing Customer and/or Services. Customers are identified by (but not limited to): Name, Business Name, DBA, Mailing or Physical Address, Social Security Number, Federal Tax ID, or EIN.

**III. Eligibility Requirements.** DOCOMO PACIFIC may have eligibility requirements, terms, or conditions that are in addition to the Terms and Conditions described herein.

**IV. Authorized User(s).** You, as the primary account holder, can add Authorized Users to your account by completing and signing an Authorized User Form and submitting it to DOCOMO PACIFIC confirming the appointed Authorized User(s). You and any Authorized User(s) on your account will have full access to all account information and will have the ability to make changes to the account and add new Services. You or the Authorized User(s) may Purchase Devices for use with our Service, including under an installment plan, and incur charges on your account. Authorized Users cannot add or terminate end users, lines, or subscribers on the account. You or the Authorized User(s) may request to switch to another Rate Plan, and if we verify and process the change, fees may apply. Authorized changes may require your agreement to a new minimum term or new Terms & Conditions. These changes will be binding on you. You agree to hold DOCOMO PACIFIC, its employees, staff, and management harmless from any claim or legal action if account information is provided to your Authorized User.

**V. Services.** You request Services and agree to pay all charges for the Services at the applicable service rates for the selected service plan(s) by the due date indicated on your invoice. The rates for Services provided will be billed to you as outlined in the Customer Application and are subject to change without notice. Charges may include but are not limited to the monthly charges, local and federal taxes, tariffs, fees and surcharges, and any other recurring or nonrecurring charges established by DOCOMO PACIFIC. If you do not pay in a timely manner, upon appropriate notice, the Services will be disconnected. DOCOMO PACIFIC may suspend, modify or terminate your service for any reason or no reason upon 30 days' notice.

**VI. Misuse of Services, Network, or Devices.** You agree not to use the Services in a manner prohibited by any Federal or Guam law or Regulation. You agree not to misuse DOCOMO PACIFIC Services, the DOCOMO PACIFIC network, or any devices which may adversely impact, affect or interfere with the DOCOMO PACIFIC network, service levels, operations, reputation, or ability to provide quality service to all subscribers as a whole. DOCOMO PACIFIC reserves the right to protect its network from misuse, harm, compromised capacity, or degradation in performance which may impact network performance for all Customers. DOCOMO PACIFIC MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICES OR AGREEMENT WITHOUT NOTICE, if you, any user of your subscribed Services, or any user on your account are found in violation of this Agreement. Misuse can be defined as (but not limited to): (1) using devices or the Services to engage in unlawful activity, or engaging in conduct that adversely affects our customers, employees, business, or any other person(s); (2) by



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“spamming” or engaging in other abusive or unsolicited communications; (3) excessive data usage through server devices or host computer applications, including (but not limited to): web camera posts or broadcasts, automatic data feeds, automated machine to machine connections or peer to peer file sharing, lines for full time or dedicated data connections. Tampering, modifying, or reprogramming devices used to access Services is prohibited. Rebilling or reselling our Services without authorization is prohibited. DOCOMO PACIFIC may but is not required to monitor your compliance or the compliance of other subscribers with DOCOMO PACIFIC’s terms, conditions, or policies.

**VII. Bills and Payments/Late Charges.** Billing will commence on the date your Services are activated. With this Agreement, you have consented to responsibly pay in full each month in a timely manner all charges relating to: (1) subscription of Services; (2) any usage-based Services; (3) installation, activation, change, or disconnection of Services; (4) all applicable local and federal taxes, tariffs, fees and surcharges; (5) any additional charges and fees associated with the Services. You may be required to pay a security deposit or advance payment for Services as a requirement at the time of application, to offset against any unpaid balance on your account, or as otherwise set forth in these Terms and Conditions or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by DOCOMO PACIFIC of satisfactory payment history or as required by law, DOCOMO PACIFIC may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by DOCOMO PACIFIC. Regular recurring charges are billed in advance and charges incurred on a per-use basis are billed in arrears. A partial month or prorated charge may be generated on your initial bill and whenever you make a change to your Services. Charges for Service will be billed monthly and all amounts owed by you must be paid by the date indicated on the bill. Failure to make a full payment for the total amount due on or before the due date will result in a late payment charge of \$9.99 or the maximum rate permitted by law. To avoid a temporary suspension of Services, payments for any amounts in arrears must be received before the fifteenth (15th) day of the following billing cycle. If payment is not received, your account will be subject to suspension without further notice. In the event your service has been suspended, you will be required to pay all charges including outstanding balances, reconnection fee of \$25.00, late payment fees and any outstanding balances for old accounts before service is reconnected. A termination order will be issued forty-five (45) days after service has been suspended. To re-establish service, you will be required to pay all outstanding charges and any fees associated with new service activation before service is restored. A fee of \$35.00



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will be applied to your account if your check or other payment instrument is not honored by a financial institution. DOCOMO PACIFIC reserves the right to investigate and review your credit history. In the event of a bill dispute for any telecommunication services provided, you must file the dispute with Customer Service within fifteen (15) days from the date of the disputed invoice. DOCOMO PACIFIC will have thirty (30) days from the date you file the dispute to investigate the dispute. If the dispute is in your favor, a credit adjustment will be made to your account. If the dispute is in DOCOMO PACIFIC's favor, you must pay the disputed amount to include any outstanding balance to bring the account current. If you wish to receive electronic bills, you must sign up for it. Paper bills will be treated as a value-added service. The Paper Bills will be subject to a monthly fee of \$3.00 per bill per billing account or such other fee as may be prescribed by DOCOMO PACIFIC from time to time unless you opt out. You may terminate or opt out of paper billing at any time by signing up for electronic billing. To sign up for electronic billing, visit [docomopacific.com](http://docomopacific.com) or contact DOCOMO PACIFIC directly at 671-688-2273 for Guam, 670-483-2273 for CNMI, or email [customercare@docomopacific.com](mailto:customercare@docomopacific.com). Please note that the \$3.00 monthly paper bill fee shall apply to customers with services provided by DOCOMO PACIFIC, other than customers with Landline Only and Lifeline, which are excluded from the \$3.00 paper billing fee.

**VIII. Terminations.** Unless otherwise agreed, the minimum contract period for any Service is Seven (7) days from activation date or installation date for fixed services. If you terminate Services, or DOCOMO PACIFIC terminates Services for any reason, and you are a participant of a Service that covers a specified period of time via a term agreement or contract, a Handset Balance Recovery Cost (HBRC) and/or Early Termination Fee (ETF) (described below) may be assessed. You are responsible for all charges billed or incurred prior to deactivation. If you terminate Services before the end of your monthly invoicing cycle, credits or refunds for any unused Services in that month will be unavailable.

**IX. Termination of Voice Service.** If you change or terminate your DOCOMO PACIFIC local wireline voice service ("Voice Service"), we may in our discretion terminate other Service(s) or continue to provide it at the then-current rates, terms, and conditions applicable for Services without Voice Service. You agree to pay any new or higher monthly fees that may apply to your new Service after termination of the Voice Service. If DOCOMO PACIFIC elects to terminate your Voice Service, we reserve the right to charge any applicable HBRC and/or ETF.

**X. Pricing – Term Plans, Bundle Discounts.** When you purchase a Service, you agree to a specific price and contract term of ("Contract Term"). Term Plans may offer a discount on the Service if you sign up for other Services ("Bundle Discount"). You agree to maintain your Service and the other bundled Services for the applicable term. If you sign up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs: (1) the term expires; (2) you move from your current service address to another service address;



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or (3) you discontinue one of the Services you were required to purchase and maintain to receive the special rate. Should any of the previous events occur, you will be rendered ineligible for the special rate and Services provided thereafter will be billed at the then-current rate for those Services.

**XI. Special Discounts.** You may be eligible for a discount on your monthly access charges based on your affiliation with an organization that has an agreement with DOCOMO PACIFIC. You may be required to provide proof of your affiliation with the organization upon activation of service or when you make changes to your account. DOCOMO PACIFIC may share certain information relating to the Services, such as (but not limited to): Name, Telephone Number, Mailing or Physical Address, and Total Monthly Charges with the organization to verify your affiliation. DOCOMO PACIFIC may adjust the discount in accordance with the organization's agreement with DOCOMO PACIFIC and remove your discount after the minimum term expires or if you end or change your affiliation with the organization. You agree that any change or removal of the discount based on your affiliation with the organization or the organization's agreement with DOCOMO PACIFIC shall not be considered to have a material adverse effect on you.

**XII. Minimum Contract Period.** Term Plans require a minimum contract period, which varies depending on the type of Service you are applying for. Please read below for more information.

**XIII. Customer Premises.** You agree to grant DOCOMO PACIFIC the right of way by the shortest practical route over your premises for the purpose of installing, removing, connecting, disconnecting, maintaining, troubleshooting, replacing, servicing, and auditing applicable Services and necessary equipment. You also represent that such grant has been obtained in writing from the premises owner. DOCOMO PACIFIC may request additional documents, including right-of-way agreements, in order to maintain access in the future. DOCOMO PACIFIC employees and designees will show their company identification upon request and in most cases have DOCOMO PACIFIC signage on their vehicles. You are responsible for making the premises available, by appointment, for inspection, audit, repair, replacement, or removal of the cable facilities. If you continuously fail or refuse to grant access to the premises, DOCOMO PACIFIC may terminate your Service. All installations, removals, and other work done by DOCOMO PACIFIC on your premises shall be done in a good and workmanlike manner. However, due to the effects of normal workmanship which may remain after the removal of DOCOMO PACIFIC equipment, the following conditions must apply: (a) DOCOMO PACIFIC shall not be held liable for any damage, such as holes, in walls, ceilings, floors, or any other locations necessary to provide Services; (b) DOCOMO PACIFIC and/or our agents are not permitted to move furniture or appliances.

**XIV. Cable Facilities.** As provided for and to the extent allowed by applicable tariffs and laws, all outside cable facilities installed pursuant to this Agreement on your premises are and shall



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remain the property of DOCOMO PACIFIC. You will not and shall not permit others to move or tamper with the outside cable facilities or use it contrary to this Agreement. You are responsible for any damage, other than normal wear, done on the outside cable facilities. If the Services are terminated for any reason, at DOCOMO PACIFIC's option and direction, you shall make the premises available for the removal of the cable facility. DOCOMO PACIFIC does not guarantee that repairs on cable facilities will be made within a specific time frame or after normal business hours, on weekends, or on holidays.

**XV. Equipment.** DOCOMO PACIFIC will provide you certain equipment, such as a modem, gateway, or Optical Network Terminal (ONT) (individually and collectively, "Customer Premise Equipment," or "CPE") which may be required for broadband and digital television Services. All DOCOMO PACIFIC equipment will remain the property of DOCOMO PACIFIC and must be returned to DOCOMO PACIFIC upon termination of this Agreement for any reason. Any CPE will be either a new or a fully inspected and tested refurbished unit. Neither you nor a third party may change, interfere with, or block access to equipment data or settings. If you make modifications that make the CPE inaccessible remotely to DOCOMO PACIFIC technicians, you will be billed for the repair and re-configuration of the CPE. If any equipment you lease from DOCOMO PACIFIC is stolen, lost, or becomes damaged (except for normal wear-and tear), you will be held responsible for the full cost of replacement. Other than the CPE provided to you by DOCOMO PACIFIC for use with the Service, you must provide all equipment, devices, and software necessary to receive the service. DOCOMO PACIFIC cannot guarantee the ability to support non- DOCOMO PACIFIC provided hardware or its compatibility with our Services. If a DOCOMO PACIFIC technician's visit is required to reconfigure pre-owned or non-DOCOMO PACIFIC provide hardware, an additional charge may be applied. Regardless of whether the equipment used to access your Service is owned by you or DOCOMO PACIFIC, DOCOMO PACIFIC reserves the right to manage such equipment for the duration of your Service. You are responsible for returning all CPE in "like new" condition within seven (7) days of cancellation of your Service, either by you or by DOCOMO PACIFIC, except pursuant to the Servicemembers Civil Relief Act ("SCRA"), in which case such CPE must be returned no later than ten (10) days from the date that service is disconnected. "Like new" means the equipment and/or accessories appears unused without scratches or unnatural marks, in its original container, with all original contents. Failure to return the CPE to DOCOMO PACIFIC in "like new" condition within the allotted time frame after cancellation of broadband Service will result in a charge to your account equal to the replacement price of the CPE. The charge may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. The value of the CPE is determined by DOCOMO PACIFIC at its sole discretion.

**XVI. US Military.** DOCOMO PACIFIC is a supporter of the US Military and makes every effort to assist active-duty military customers in managing their Services. If you, as an active member of the US Military, are given temporary or permanent relocation orders off of Guam and CNMI,





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you may suspend or terminate your contract for Services, without any suspension or early termination charge, pursuant to the requirements and limitations of the SCRA, provided that you furnish proof of these new relocation orders. In order to suspend or terminate your contract under the SCRA, you must provide a signed electronic or handwritten letter providing the following:

(a) That the request is being made per 50 U.S.C. § 3956 of the Servicemembers Civil Relief Act; (b) Date of termination; (c) That the relocation is for at least 90 days; (d) Name(s) on the account; (e) Account number; (f) If the cell phone or landline number should be kept or if it can be released to someone else; (g) A copy of the signed letter with a copy of the PCS orders.

While no suspension or termination fee will be imposed, you remain responsible for any outstanding obligations or liabilities that are due, unpaid, or unperformed at the time of suspension or termination, in accordance with the terms of the contract. Any pre-paid fees will be refunded within sixty (60) days of termination, provided the account is in good standing.

Please read below for more information on equipment and/or accessories you may be charged or billed for if your contract is suspended or terminated. DOCOMO PACIFIC will honor SCRA benefits applicable to eligible dependents of active duty military personnel.

**XVII. Communication and Notices.** Notices, updates, new products or Services may be sent to you by written notice, which may be on or included with your bill. DOCOMO PACIFIC may also send notifications to you by posting the notification on [www.docomopacific.com](http://www.docomopacific.com), email, voicemail, or via text messages.

**XVIII. Attorneys' Fees.** You agree to be liable for all reasonable costs incurred by DOCOMO PACIFIC in enforcing its rights against you under this Agreement, including reasonable costs of collecting unpaid charges and (in the case of any action in which DOCOMO PACIFIC is the prevailing party), reasonable attorneys' fees and expenses of litigation.

**XIX. Dispute Resolution.** Should you have a dispute or potential claim against DOCOMO PACIFIC, you agree to first give DOCOMO PACIFIC an opportunity to resolve any dispute or claim relating in any way to the Agreement or your use of any DOCOMO PACIFIC Service, or to any products or Services sold or distributed by DOCOMO PACIFIC, or by any of its subsidiaries or related companies, by sending a written description of your dispute or claim to the address below. We each agree to negotiate your claim in good faith. If your claim is not resolved within sixty (60) days of its receipt by DOCOMO PACIFIC, you agree that the exclusive forum for any claim for which the total value is \$10,000.00 or less is the Small Claims Court of the Superior Court of Guam. You also agree that any for any claim for which the total value exceeds \$10,000.00, as a condition precedent to initiating legal action against DOCOMO PACIFIC, you will participate in non-binding mediation with a mediation service provider from the list of providers approved by the Guam Supreme Court. You further agree that, by entering into this Agreement, you are waiving the right to a trial by jury or to participate in a class action. This



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waiver does not preclude you from bringing issues to the attention of the appropriate federal or local agencies, including, for example, the Guam Public Utilities Commission or the Federal Communications Commission. DOCOMO PACIFIC's address for written disputes: Docomo Pacific, Inc. 890 S Marine Corps Dr. Tamuning, Guam 96913.

**XX. Default/Termination or Discontinuance by DOCOMO PACIFIC.** DOCOMO PACIFIC may, without notice, terminate or temporarily discontinue your Service if you are in default of this Agreement. Default shall include: (1) any failure by you to pay any undisputed amounts as provided in this Agreement; (2) any breach by you of any material provision of this Agreement; (3) any unlawful use of DOCOMO PACIFIC Services or use of the Services in a manner that may interfere unreasonably with the Services used by other Customers or interfere with DOCOMO PACIFIC's ability to provide Services to others, whether unlawful use or interference is by you or any other user of the Services. Termination or temporary discontinuance of Services shall be in addition to any other remedies provided in the Agreement or that may be available at law and in equity. In addition to the foregoing, DOCOMO PACIFIC may terminate or discontinue Services without liability in the case of any governmental prohibition or required alteration of the Services.

**XXI. Force Majeure.** DOCOMO PACIFIC shall not be liable for any delay or failure in performance of this Agreement to the extent such delay or failure is caused by an event of Force Majeure, including (but not limited to) fire, flood, war, strike, pandemic, epidemic, orders of civil, government, or military authorities, omissions of common carriers, warehousemen or suppliers, or other cause beyond its reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure condition ceases, and the term shall be extended by the length of the suspension.

**XXII. DISCLAIMER OF WARRANTIES.** DOCOMO PACIFIC CANNOT GUARANTEE ITS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT YOUR MESSAGES OR DATA TRANSMISSIONS WILL NOT BE LOST. ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RISK OF USING THE SERVICES AND EQUIPMENT. DOCOMO PACIFIC DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF, AND ANY PURPORTED EXPRESSION OF WARRANTY IS HEREBY DISCLAIMED. ANY STATEMENTS MADE BY DOCOMO PACIFIC AGENTS OR IN PACKAGING, MANUALS OR OTHER DOCUMENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS WARRANTIES BY DOCOMO PACIFIC.





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**XXIII. Technology.** Telecommunications technology rapidly evolves and advances. For the latest information on DOCOMO PACIFIC's network and technology, refer to [www.docomopacific.com](http://www.docomopacific.com).

**XXIV. Assignment.** You may not assign this Agreement or any interest in the Services without the prior written consent of DOCOMO PACIFIC. Assignment without the prior written consent of DOCOMO PACIFIC is considered void.

**XXV. Password Protection.** You are solely responsible for maintaining the confidentiality of any password or username required to utilize the Services. You shall be liable for payment of charges to your account made by any person using your password or username until DOCOMO PACIFIC is notified that the confidentiality of a password or username has been compromised.

**XXVI. Use of Customer Proprietary Network Information.** Customer Proprietary Network Information (CPNI) includes information related to the Services provided by DOCOMO PACIFIC to you. CPNI includes such information as the types of telecommunication Services you currently purchase, how you use these Services and billings for those Services. DOCOMO PACIFIC protects the confidentiality of CPNI pursuant to federal laws and regulations and does not disclose CPNI except as required by law. DOCOMO PACIFIC may use CPNI for billing, credit references, provisioning of Service and correcting Service issues. DOCOMO PACIFIC may use CPNI internally to market DOCOMO PACIFIC products and Services that will improve your Services, however, DOCOMO PACIFIC will not disclose CPNI to any third parties seeking to market non- DOCOMO PACIFIC products and Services to you. You may, at any time, choose to opt-out of DOCOMO PACIFIC's internal use of your CPNI by visiting a DOCOMO PACIFIC store to fill out and submit a CPNI opt-out form or by calling 671-688-2273 for Guam and 670-483-2273 for CNMI, emailing [customercare@docomopacific.com](mailto:customercare@docomopacific.com), or visiting [www.docomopacific.com](http://www.docomopacific.com). Your CPNI may be disclosed by DOCOMO PACIFIC: (1) pursuant to lawful subpoenas, search warrants or other lawful process; (2) in response to emergency or public safety requests involving the risk of serious harm to you or others; (3) to investigate and prevent unlawful or unauthorized use that threatens the integrity of DOCOMO PACIFIC networks or Services; (4) to protect DOCOMO PACIFIC against fraud or other illegal activities; (5) to defend DOCOMO PACIFIC's rights in legal or administrative proceedings; or (6) as otherwise required by law.

**XXVII. Limitation of Liabilities and Services.** In no event shall DOCOMO PACIFIC, its employees, officers, representatives, suppliers, and authorized agents be liable to you or any other party for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever arising directly or indirectly from your use of the Services or any Products, regardless of the cause of action, including negligence. Even if DOCOMO PACIFIC has been advised of, or could reasonably have foreseen, the possibility of such damages or losses, DOCOMO PACIFIC's sole and exclusive liability to you and your sole and



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exclusive remedy for any breach by DOCOMO PACIFIC or any interruption or failure of Services shall be a credit of such charges for Services as would have accrued but for such interruption or failure based on a prorate basis. Without limiting the generality of the foregoing, DOCOMO PACIFIC is not liable for: (1) the delay or failure in performance or Services resulting from an act of force majeure, including without limitation: acts of God, natural disasters, typhoons, earthquakes, communications failure, governmental actions, shortage of labor or materials, vandalism, terrorism, wars, strikes, pandemic, epidemic, or any reason beyond reasonable control; (2) any act or omission of a telecommunications carrier whose network facilities are used in establishing connections to points which DOCOMO PACIFIC does not directly serve; (3) defamation or copyright infringement arising from material transmitted or received over DOCOMO PACIFIC's network facilities; or (4) infringement of patents arising from combining or using your facilities or equipment with DOCOMO PACIFIC's network facilities.

**XXVIII. Terms and Conditions are subject to change.** We may give you notice of a change to these Terms and Conditions by posting the change on [www.docomopacific.com](http://www.docomopacific.com), by email, or by written notice which may be on or included with your bill. Such notices will be considered given and effective on the date posted.

**XXIX. Taxes and Regulatory Tariffs, Fees and Surcharges.** Services may be subject to local and federal taxes, tariffs, fees and surcharges. These taxes, tariffs, fees and surcharges may be amended from time to time by their respective government agencies. Any such amendments may be reflected in your invoices without notice.

**XXX. Promotional Rates.** DOCOMO PACIFIC may, from time to time, offer promotional rates for Services. An eligible Customer may accept and receive a promotional rate under the terms and conditions applicable to that promotional rate. Should a Customer fail to maintain, uphold, or otherwise satisfy any of the applicable terms, conditions, or requirements, the Customer will be rendered ineligible for the promotional rate, and any Services provided thereafter will be billed at the then-current rate for those Services.

**XXXI. Promotional Items.** 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.

**XXXII. Lifeline Assistance Program.** Lifeline is a federally program administered by the Federal Communications Commission (FCC) that provides monthly discount on phones, internet, or bundled services for qualifying low-income consumers. Proof of eligibility is required.



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Consumers must meet program-based eligibility requirements and must recertify annually to maintain benefits. Only one Lifeline benefit is allowed per household. Participation in the program does not guarantee service availability in all areas. Please visit [Lifeline Assistance Program | DOCOMO PACIFIC Guam](#) for more information.

### MOBILE Section

**I. Credit Approval and Deposits.** Acceptance of your Customer Application by DOCOMO PACIFIC is dependent on approval of your credit. DOCOMO PACIFIC has the right to investigate and review your credit history and/or payment record if you have an existing account. On the basis of that investigation and review, DOCOMO PACIFIC may require you to make a suitable deposit to guarantee payment of charges for Services. Upon termination of your Mobile Service, or upon the first billing cycle after the twenty-fourth (24) month of Mobile Service, whichever comes first, DOCOMO PACIFIC has the right to apply the deposit against any outstanding Mobile Service charges or any other amount owed to DOCOMO PACIFIC. If you terminate the Agreement, any remaining balance of the deposit will be released to you upon request. If you continue receiving Mobile Services under the Agreement, the deposit will remain on the account until such services are terminated. DOCOMO PACIFIC will issue a refund upon request to any customer whose account is in good standing after the satisfaction and completion of the contractual term.

**II. Charges Associated with Mobile Services.** As stated in Section VII of the General Terms and Conditions, you are responsible for paying all charges and fees associated with the Services. Charges associated with DOCOMO PACIFIC's Mobile Services include but are not limited to: monthly recurring service charges, airtime, roaming, long distance, toll charges, SMS messages whether read or unread, images, sound files, data, features such as Internet access and voicemail, calling services such as directory assistance and calling card use. You will be charged for more than one call when you use certain features resulting in multiple inbound or outbound calls such as call forwarding, call waiting, voicemail retrieval, and conference calling. Except to the extent prohibited by law, billing of roaming charges or services used may be delayed or applied against your Service. Roaming and other call rating times are dependent on the location and time of the network equipment providing the service for a particular call. Usage charges will apply as required for Services such as directory assistance, roaming charges incurred outside of DOCOMO PACIFIC's Mobile home network, long distance charges, and per minute of use charges. Airtime usage is billed in full minute increments, fractional and partial increments are rounded up to the next full minute increment at the end of each call for billing purposes. Please visit [Postpaid Roaming | DOCOMO PACIFIC Guam](#) for more information.

**III. Data Usage and Billing.** Mobile data usage will be charged as specified in your Rate Plan. Data transfer is billed in full kilobyte increments. Actual data transport is rounded up to the next full kilobyte increment at the end of each data session for billing purposes. Overages will be



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billed by the kilobyte or as specified in your Rate Plan. Some devices such as Smartphones and MiFi devices can generate data usage without user intervention. This can generate unexpected charges within the DOCOMO PACIFIC home network and when roaming outside DOCOMO PACIFIC's home network. Data usage is governed by the DOCOMO PACIFIC Mobile Data Fair Usage Policy available [at Mobile Fair Use Policy | DOCOMO PACIFIC Guam](#).

**IV. Minimum Contract Period.** As stated in Section XII of the General Terms and Conditions, DOCOMO PACIFIC offers Term Plans in which a longer minimum contract period is required. If you are in the US Military and receive temporary or permanent relocation orders, you may be entitled to certain rights under the SCRA and certain provisions as set forth herein may not be applied. See Section XVI of the General Terms and Conditions and VII of the Mobile Section VII for details.

The Term Plans may include a special subsidized promotional (reduced) purchase price of the device and a required service plan and extend payments over the term of the contract. Unless otherwise indicated, if you opt into a Term Plan, a two (2)-year minimum contract period will apply. At the end of the minimum term, this Agreement shall be renewed automatically thereafter on a month to-month basis (that is still subject to this Agreement as modified) or until terminated by either party.

If you terminate the Service or otherwise breach your contract before expiration of the minimum term for any reason, the remaining handset balance due upon the contract will become immediately due and payable (unless pursuant to the SCRA and as set forth in Section XVI of the General Terms and Conditions and VII of the Mobile Section). You agree to pay a Handset Balance Recovery Cost (HBRC): to include but not limited to – (A) mobile handset (B) smart watches (C) tablets (D) electronics. This HBRC is not a default penalty.

You also agree to pay an Early Termination Fee (ETF) based on the remaining number of months left on the contract term for services as follows (unless pursuant to the SCRA and as set forth in Section XVI of the General Terms and Conditions and VII of the Mobile Section):

<b>Months Remaining on Contract</b>	<b>Early Termination Fee</b>
1-6 months	N/A
7-12 months	\$300
13-18 months	\$400
19-24 months	\$600
25-36 months	\$800

The HBRC and/or ETF may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. If you opt into a new Contract Term, you must fulfill the Terms and Conditions of the current Contract Term unless expressly waived by



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DOCOMO PACIFIC. Advanced Devices are generally devices that require data plans and include, but are not limited to, iPhones or Android instruments. DOCOMO PACIFIC reserves the right to define which devices are to be considered Advanced, Non-Advanced, or Tablet.

**V. Repayment of Handset Discount or Subsidy.** If you terminate this Agreement or your Service before the end of the Minimum Term (unless pursuant to the SCRA as set forth in Section XVI of the General Terms and Conditions and VII of the Mobile Section), or if your Service is otherwise terminated due to your breach of this Agreement, you agree to repay any promotional discounts or handset subsidies provided to you at the time of activation or during the term of this Agreement. The total discount or subsidy amount will be prorated based on the number of months remaining in your Minimum Term and will be due at the time of termination. This repayment obligation is in addition to any applicable early termination fee and does not waive our right to recover other amounts owed under this Agreement.

**VI. Device Return/Cancellation of Service and Replacement/Repair Policies.** The following terms and conditions apply in order to return a new phone, handset or other Mobile device (“Device”) and cancel Service after the initiation of a NEW Mobile service contract (“Contract”) or to repair or replace a new Device. You must present the invoice or receipt issued to you when you purchase the Device. These terms and conditions do not apply to the sale of refurbished Devices or the sale of all accessories, for which all sales are final and not subject to refund, return or exchange with the exception of IOT products. IOT products have a one (1)-year limited warranty on Apple branded IOT products (Apple TV) and a three (3)- month in-store warranty on non-Apple branded IOT products (Withing’s Blood Pressure Monitor, Samsung SmartThings Hub, Google Home, Smart Pet Feeder and Gamevice Controller).

A. **Device Return/Cancellation of Service Policy.** If you are eligible to return your Device pursuant to the conditions below, your contract will be cancelled, and you will not be responsible for any further payments. A restocking fee of \$150 will be charged if return of your Device is approved.

(1) Within three (3) days of purchase, you may return your Device and cancel your Contract and receive a refund of your initial payment for the device subject to the following conditions. The Device must be in “Like-new” condition. “Like-new” is defined as: (i) less than sixty (60) minutes of usage and less than 100MB of data usage, (ii) returned in the original box with all original contents (excluding earphones) including battery, charger, manual and unopened software, (iii) Phone must be 100% functional, (iv) no physical or water damage, and (v) no cosmetic signs of wear (cracks, scratches, scuffs, chips or dents). All conditions must be met and determination of Like-new condition is within the sole discretion of DOCOMO PACIFIC. (2) After three (3) days of purchase, and within fourteen (14) days from the purchase date, you may cancel your Contract without penalty. However, your device will not be returnable, and you will be responsible for immediate payment of the full retail price of the Device.



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B. Replacement/Repair Policy. Your new Device may be replaced or repaired only under the following terms and conditions: (1) Device may be replaced if it is within its warranty period and has been determined by DOCOMO PACIFIC to be defective and not repairable. (2) If Device is within its warranty period and has been determined to be repairable by DOCOMO PACIFIC: (i) you may approve the repair and you will be provided a loaner Device at no cost, or (ii) you may decline the repair, and your Device will be returned to you as-is. (3) Determination of whether the Device is defective or repairable is at the sole discretion of DOCOMO PACIFIC. (4) Replacement Device shall be the same brand and model or other suitable Device of equal value.

### **VII. US Military Contract Suspensions and Terminations**

(A) If you are in the US Military, you may be entitled to suspend or terminate your contract for cellular telephone Service pursuant to the SCRA. You may suspend or terminate as follows:

(a) Suspension – you may suspend your contract with no suspension charge and without a contract term extension (your contract will terminate on the original contract termination date). However, if you purchased a cellular phone handset (the “Handset”) under your contract and the cost of the Handset is spread over the term of your contract, the outstanding handset balance at the time of suspension will be carried forward to the remaining term of your contract upon re-activation.

(b) Termination – you may terminate your contract with no early termination fee. However, if you purchased a Handset under your contract and the cost of the Handset is spread over the term of your contract, the remaining balance due on the Handset will become immediately due and payable upon termination.

(c) In either case of suspension or termination, any outstanding balance owed is limited to the actual remaining balance due on the Handset. Any balance remaining on the Handset at termination of your contract remains an obligation or liability due and unpaid which you must pay under the SCRA.

(B) If your termination request indicates that you wish to retain your phone number, DOCOMO PACIFIC will reserve the number for a maximum of three years. Upon your return from active duty, you will have 90 days to re-subscribe and reclaim your phone number. If you re-subscribe to the contracted service within 90 days following the end of your relocation period, you will not be charged any activation fees; however, you may still be responsible for any applicable installation or equipment fees.

**VIII. Numbers.** You have no proprietary or ownership rights to, or interests in, a specific telephone number assigned to your equipment or account, except as provided by law and herein. DOCOMO PACIFIC may change the access number assigned to you and may require you to





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modify Mobile telephone equipment accordingly at DOCOMO PACIFIC's expense. Except as permitted by law, you may not assign a telephone number to any other equipment and shall not program any other number into equipment provided for use with DOCOMO PACIFIC Services. DOCOMO PACIFIC may deactivate or suspend Service to any number without prior notice if unlawful or fraudulent use of a number is suspected.

**IX. GSM Phones/Devices and Other Carrier Networks/Phones.** You may purchase a phone from someone other than DOCOMO PACIFIC, provided that it must be a 850/1900MHz GSM/GPRS/EDGE/VOLTE Mobile device that is compatible with DOCOMO PACIFIC's GSM network, which is subject to change from time to time. GSM phones/devices do not all use the same technologies. DOCOMO PACIFIC does not guarantee that all Services and features will be available with such equipment. DOCOMO PACIFIC GSM Phones/devices may be programmed to accept only a DOCOMO PACIFIC SIM card.

**X. Equipment Installment Plan.** The Equipment Installment Plan (EIP) allows Customers to use a device immediately and pay the cost of that device through installments over time. To utilize the EIP, a Customer must select and maintain a Mobile plan during the term of the EIP. The Customer grants DOCOMO PACIFIC a purchase money security interest in the device until all installment payments are made. Each Customer electing an EIP will enter into a Retail Installment Contract and Security Agreement (the "EIP Agreement"), and these Service and Product Terms and Conditions are fully incorporated therein. Important provisions regarding required disclosures, payment terms, assignment, risk of loss, default, and remedies are explicitly provided for in the EIP Agreement.

**XI. Bring your own device.** It is the responsibility of the customer to ensure customer owned and managed devices are unlocked and compatible with the DOCOMO PACIFIC network prior to service activation. Standard security deposits and activation fees apply.

**XII. Lost or Stolen Phones.** If your Mobile telephone or other Mobile device is lost or stolen, you will remain liable for all charges in connection with usage of the Mobile device until the theft or loss is reported to DOCOMO PACIFIC and to the police. A copy of the police report must be filed with DOCOMO PACIFIC. After reporting the theft or loss to DOCOMO PACIFIC, you will remain liable for all non-usage based charges, as provided in this Agreement.

**XIII. Handset 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.



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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 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's 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.

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.

**XIV. Call Privacy.** The DOCOMO PACIFIC system uses radio channels to transmit communications. A Customer's calls may be monitored by third persons acting within the law and DOCOMO PACIFIC will cooperate with intercepting and disclosing calling records, voice



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and data transmissions, accounts and other information, pursuant to lawful subpoenas, court orders and the like. Your transmissions may also be monitored by persons acting outside of the law. Call privacy cannot be guaranteed, and DOCOMO PACIFIC will not be liable for any lack of privacy while using DOCOMO PACIFIC equipment or systems.

**XV. Mobile Local Number Portability.** You may have the capability to transfer your Mobile number to another Mobile carrier or have the ability to bring your Mobile number to us. For detailed information about Local Number Portability, please contact DOCOMO PACIFIC Customer service at (671) 688-2273. You will not be able to transfer your number if your account has been disconnected for any reason. If you are porting a prepaid account, your prepaid account must not be expired. You remain liable for all charges incurred resulting from your Mobile Service with us or your Mobile service with your former Mobile carrier. This includes but is not limited to; cancellation fees, monthly access fees, overages, long distance; and all other expenses associated with your Mobile service. DOCOMO PACIFIC reserves the right to charge a one-time \$50 port out fee to recover costs incurred with Mobile Local Number Portability.

## MOBILE PREPAID Section

**I. Terms & Conditions.** You accept these terms and conditions and agree to be bound by them at the point of sale of a Card.

**II. PIN/PUK Number.** The number printed on each Card (comprising the PIN or PUK Number) is unique to that Card and you shall be solely responsible for safeguarding such number or any other access number or password from any unauthorized use. DOCOMO PACIFIC shall not be liable for any losses, damages, claims, liabilities, costs or expenses suffered or incurred by you resulting from the theft, misuse, or unauthorized usage of the number printed on the Card, or other related Services such as web access.

**III. Refund.** Every Card, once purchased, is not refundable and has no surrender value. DOCOMO PACIFIC is not obligated to refund any unused portion of the Card value whether before or after its expiration date.

**IV. Expiration.** Each prepaid plus card must be used and deposited into your account by the date indicated on the Card. After the date printed on the prepaid plus Card, it will not be effective. Upon deposit into your account: (1) a \$5 prepaid plus Card load will expire in fifteen (15) days, (2) a \$10 prepaid plus Card load will expire in thirty (30) days, and (3) \$20 and \$50 prepaid plus Card loads will expire in sixty (60) days. When depositing a prepaid plus Card into an account with a valid balance, the greater of expiration dates shall apply. Any load purchased by voice or SMS using a credit card will have the following expiration terms: (1) \$0.01 to \$9.00 – fifteen (15) days, (2) \$9.01 to \$19.00 – thirty (30) days, and (3) \$19.01 and up – sixty (60) days. When loading by voice or SMS using a credit card into an account with a valid balance, the greater of expiration dates shall apply. Unused airtime will be forfeited unless used by expiration date.



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**V. Charges.** Charges commence as soon as the call, data, or text message is processed or received by you.

**VI. Limitation of Liabilities and Services.** You shall use the Card and the Services in accordance with local and federal law and regulations. DOCOMO PACIFIC shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by you resulting from the failure by you to do so. You shall indemnify DOCOMO PACIFIC from any losses, damages, claims, liabilities, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by DOCOMO PACIFIC as a result of or arising from the misuse or wrongful usage of the Card.

**VII. Prepaid Locked Devices.** Certain prepaid Mobile devices may be locked to DOCOMO PACIFIC Mobile service. At customer's request, a prepaid locked Mobile device will be unlocked by DOCOMO PACIFIC and additional fees may apply.

**VIII. Liability.** Subject to Prepaid Clauses II and IV above, DOCOMO PACIFIC's liability to you, whether in contract, tort, or otherwise in relation to the Card shall be limited to the price of the Card.

## INTERNET Section

**I. National Exchange Carriers Association Tariff.** Broadband services are provided by DOCOMO PACIFIC under Sections 8 and 17 of the National Exchange Carriers Association (NECA) Tariff FCC No. 5, which is made part of this Agreement. The terms and conditions stated in this Agreement are subject to revisions in the NECA Tariff and/or mandated by the Federal Communications Commission (FCC). Any changes to tariffs, fees or surcharges by NECA or the FCC may result in corresponding changes to your invoice with or without notice as required by regulation or law.

**II. Local Exchange Service Lines.** Broadband services will be provided over existing DOCOMO PACIFIC local exchange service lines. Thus, rates and regulations for broadband services are in addition to the rates and regulations for local exchange services. If you apply for Data-Only broadband services, DOCOMO PACIFIC may provide the broadband service over the physical local loop connection capable of simultaneous voice and data communications to your premise. If you decide to terminate and then reconnect your broadband service, the reconnection of your broadband service will be considered a new installation subject to the rates and regulations for broadband service and local exchange service where required.

**III. Inside Wiring & Installations.** You have the option to have DOCOMO PACIFIC install any inside wire required or to have a third-party contractor do the installation. However, if you choose to hire a third-party contractor, other terms and conditions may apply. DOCOMO PACIFIC does not make any representations or warranties that an installation by you or a third



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party chosen by you will enable you to successfully access, operate, or use the broadband services, nor that such installation will not cause damage to your computer, data, software, files or peripherals. In addition, DOCOMO PACIFIC and its agents and contractors shall have no liability whatsoever for any damage or for the failure to properly install, access, use or operate the equipment or broadband Services by you or a third party. The foregoing limitation of liability is in addition to and shall in no way be construed to limit any and all limitations of liability set forth elsewhere in this Agreement. Service outages and/or repairs may take up to forty-eight (48) hours.

**IV. Broadband Service Speeds.** Because broadband is distance-sensitive, you must be located within a serviceable loop distance from a DOCOMO PACIFIC serving wire center. Broadband peak speeds are not guaranteed by DOCOMO PACIFIC due to factors that may affect the actual speeds delivered including loop distance, condition of the cable facilities, limitations in DOCOMO PACIFIC's network design, and limitations in any CPE. Due to this, DOCOMO PACIFIC provides broadband services as a best effort service, and cannot guarantee upload or download speeds. If it has been determined by DOCOMO PACIFIC that your premises has exceeded the loop distance and broadband Service is not available, you will not be charged any early termination fees for cancelling your broadband Service request.

**V. Minimum Contract Period.** As stated in Section XII of the General Terms and Conditions, DOCOMO PACIFIC offers Term Plans in which a longer minimum contract period is required. Unless otherwise provided herein, if you opt into a Term Plan, a one (1)-year minimum contract period will apply. At the end of the minimum term, this Agreement shall be renewed automatically thereafter on a month-to-month basis (that is still subject to this Agreement as modified) or until terminated by either party. If you terminate the Plan before expiration of the minimum term for any reason, you agree to pay an Early Termination Fee (ETF) of 50% of the remaining contract value, except as provided in Section XVI of the General Terms and Conditions. This ETF may be deducted from your deposit or any amounts prepaid by you, charged to your card, or billed to your account. If you opt into a new Plan, you must fulfill the Terms and Conditions of the current Contract Term unless expressly waived by DOCOMO PACIFIC.

**VI. Internet Equipment Fees.** 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) (\$350.00), Nokia FastMile 5G Gateway 12 (\$305.00), TP Link Multi-Gig Switch



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(\$300.00), C6x (\$190.00), Horizon i282 (\$186.00), SuperPod AC (\$75.00), SuperPod AX (\$130.00), SuperPod 6E (\$150.00), SuperPod WiFi 7 (\$150.00), Technicolor Modem (\$100.00), TCH1 Cable Modem (\$80.00), TCH2 Cable Modem (\$75.00), Cable Modem (\$75.00), EMTA-Embedded Multimedia Terminal Adapter (\$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.

**VII. Trial Period.** When you initiate a new broadband service with DOCOMO PACIFIC, you are given a period of fourteen (14) calendar days from the date of Service activation (the “Trial Period”) in which to cancel the Service without incurring any early termination fees (except as provided in Section XVI of the General Terms and Conditions). The Trial Period refers only to the Service and not to equipment. You are required to return all CPE in “like new” condition, which means the CPE appears unused without scratches or unnatural marks, in its original container, with all original contents. Failure to return the CPE to DOCOMO PACIFIC in “like new” condition will result in a charge to your account equal to the replacement price of the CPE.

## DIGITAL TELEVISION Section

**I. Digital Television (TV) Services.** The terms and conditions apply to your use of the video and audio programming Services and associated telecommunication Services that DOCOMO PACIFIC provides and any equipment provided to you for use with the Service. Digital TV Services provided under this Agreement are contingent upon your having telephone Service with DOCOMO PACIFIC. The digital TV Services may include video-on-demand, interactive programming and other enhanced video Services. Failure to maintain telephone Service constitutes a breach of this Agreement.

**II. Redistribution Policy.** Some programming may not be available in certain areas due to legal, regulatory, and contractual prohibitions, including restrictions of the Federal Communications Commission and sports blackouts. DOCOMO PACIFIC may recover from you any damages provided by television laws for tampering with any of our equipment, our television system, or for receiving or distributing unauthorized services. DOCOMO PACIFIC has a zero tolerance policy for any infraction of the above items. If you also purchase DOCOMO PACIFIC Voice Service, Caller ID information for DOCOMO PACIFIC Voice calls can be displayed on your TV screen. In addition, call history information for all missed and answered calls can be displayed





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on your TV screen and cannot be PIN protected. Call history for dialed calls cannot be displayed on your TV screen. As permitted under applicable law, in addition to other rights provided for in this Terms of Service, in the event a payment is past due, DOCOMO PACIFIC may restrict your account to prevent access to video on demand, pay-per view, and other usage-based Services and content.

**III. Charges Associated with Digital TV Services.** As stated in Section VII of the General Terms and Conditions, you are responsible for paying all charges and fees associated with the Services. You will be charged for the use of the digital TV Services by any person, including but not limited to, Video on Demand and Pay Per View, and other enhanced video Services ordered from any set top box providing access to the digital TV Services, regardless of who ordered such programming. You are responsible for setting and securing a password on your set top box to prevent unauthorized use of Services. As long as payments are current, you will have a limit (up to a maximum of \$150) per month on such one-time orders billed to your account. This limit will vary based on creditworthiness or for other reasons. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or later programming orders.

**IV. Entertainment 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 \$75 for each cable modem, \$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. 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.

**V. Programming.** DOCOMO PACIFIC reserves the right to add, change, or remove any video and audio channel included in any program tier or package. Notice of any such change will be provided as required by applicable law.

**VI. Customer Premises.** In order to provide you with digital TV Services, you agree to give DOCOMO PACIFIC and/or our agents permission to enter your premises for the purpose of installing, removing, connecting, disconnecting, maintaining, troubleshooting, replacing, servicing, and auditing the equipment and Service. Your permission includes the premises outside your home at times when you may not be there. Our employees and designees will show their company identification upon request and in most cases have DOCOMO PACIFIC signage



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on their vehicles. If you are not the owner of your home, we will require you to obtain permission from the landlord/owner for us to enter the premises and install digital TV and all associated wiring.

**VII. Credit Approval and Deposits.** In order to establish an account with us, you authorize DOCOMO PACIFIC to inquire into your credit worthiness by checking with credit reporting agencies. If you are delinquent in any payment to DOCOMO PACIFIC, you authorize DOCOMO PACIFIC to report any late payments or nonpayment to credit reporting agencies. DOCOMO PACIFIC may require a security deposit from you (a) before digital TV services are provided, if you do not have a satisfactory credit history with DOCOMO PACIFIC, or do not provide other proof of credit worthiness, or (b) at any time during this Agreement, if you have an unsatisfactory credit rating with DOCOMO PACIFIC as a result of your payment practices, or (c) if you clearly present an abnormal risk of loss. DOCOMO PACIFIC may apply any portion of the security deposit against unpaid charges on your account at any time and, upon termination of Service or where the conditions justifying the security deposit no longer apply, will refund any outstanding security deposit retaining only the amount you owe on your account.