

ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE

17.1 Tariff Application

17.1.1 This tariff applies to the provision of Mobile Radio Telephone by the Puerto Rico Telephone Company hereinafter called the Company, using facilities authorized by the Federal Communications Commission (FCC) to the Company for mobile customer calls, and using the Company's facilities for mobile to land and/or land to mobile customer calls. Mobile Radio Telephone Service is provided in accordance to this tariff and all applicable tariffs in these Regulations.

17.1.2 Service is offered by means of a Mobile Telephone Switching Office which is a centralized switching office that originates and controls the connection of calls between the public switched network and the customers to the mobile radio telephone system.

17.2 Mobile Geographic Service Area

17.2.1 Mobile Service is available in the Company's Geographic Service Area, within the San Juan Metropolitan Area and other towns as specified in FCC authorization.

17.3 General Regulations

17.3.1 Company's Undertaking

The Company undertakes to provide the services described in this tariff on the terms and conditions and at the rates as prescribed herein. This undertaking is dependent on the Company's ability to obtain, retain, and maintain without unreasonable expenses the facilities, licenses, and rights required for the construction and operation of the network required to provide Mobile Radio Telephone Service in Puerto Rico.

(A) Service Availability

- (1) Mobile Service is offered under this tariff pursuant to authorization from the FCC and in accordance with the requirements as set forth in this Section. Service is offered in accordance with the Rates and Charges as herein prescribed to the public on a non-discriminatory chronological order where facilities are available, except under emergency conditions. Where facilities are limited, the order shall be as established in General Provision No. IV of this Regulation.
- (2) Service may, however, be refused to any potential customer when, in the sole discretion of the Company the facilities are inadequate to provide a quality of service consistent with the operational objectives of the Company.

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ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE (Cont.)

17.3 General Regulations (Cont.)

17.3.1 Company's Undertaking (Cont.)

(A) Service Availability (Cont.)

- (3) Service to any or all customers may be interrupted when, in the sole discretion of the Company, it is necessary to perform repair, relocation, or similar activities as are required for proper operation of the Company's facilities or in an emergency.
- (4) Mobile telephone services are subject to transmission limitation such as interference caused by atmospheric and other conditions, or signal deterioration caused by structure and topography.

(B) Company's Liability

The Company's liability in the provision of Mobile Service is limited as herein provided.

- (1) Credits for interruptions of Mobile Service will only be provided to the extent said interruption is continuous and exceeds forty (40) hours. The credits in the form of a pro rata adjustment of the recurring charges will be given only to customers who report interruptions. A customers' request for credit must be received by the Company, within fifteen (15) days from the remittance of the monthly bill. For the purpose of calculating the applicable credit, any such interruption will be measured from the time it is reported to the Company. This paragraph shall not apply to interruptions of service due to the negligence or willful act of the customer.
- (2) The Company shall not be liable for any act or omission not attributable to the personnel or equipment, including, but not limited to interruptions, delays or failure to provide service because of acts of God, fire, war, riots, civil disturbance or other insurrection, action or inaction by government authorities, or other causes beyond the control of the Company.
- (3) The Company shall not be liable for any defacement or damage to any authorized user's vehicle or to any other vehicle or property resulting from the existence of and/or use of a telephone in such vehicle or property.
- (4) The Company shall not be liable for damages caused to any person or property by any accident or injury resulting from the presence careless and/or negligent handling or use of a mobile telephone or service.

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ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE (Cont.)

17.3 General Regulations (Cont.)

17.3.1 Company's Undertaking (Cont.)

(C) Use of Services

- (1) Service provided by the Company is for use by its customers and authorized users in a lawful manner and for lawful purposes, subject to the provisions of this tariff.
- (2) An access number issued by the Company for the provision of Mobile Service is authorized for use in a single subscriber unit.
- (3) The Company will only recognize written orders from its customers in processing of request for service, change in service, or discontinuation of service.
- (4) Service as provided hereunder shall not be used in the commission of any unlawful act, nor shall it be used in the impersonation of another person with fraudulent or malicious intent, or to call another person so frequently or at such times of the day, or any other manner so as to annoy, abuse, threaten, or harass the called party.
- (5) Services as provided hereunder shall not be used in a manner so as to unreasonably interfere with the use of this service by other customers.
- (6) Subscription to service provided hereunder shall not be used directly or indirectly as a means to limit or interfere with the Company's reasonable ability to provide service to its customers.

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ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE (Cont.)

17.3 General Regulations (Cont.)

17.3.1 Company's Undertaking (Cont.)

(D) Deposits and Advanced Payments

- (1) The Company may, at its sole discretion, to safeguard its interest, require an applicant for service or a customer to make a suitable deposit on a per number basis. At such time as the contract is terminated, the amount of such deposit will be credited to the customer's final bill, and any credit balance created thereby will be refunded.
- (2) In the case of deposits which have been held in excess of thirty (30) days, simple interest calculated at five percent (5%) per annum or as otherwise prescribed by law or regulation will be paid on such deposit.
- (3) That a customer has been required to place a deposit with the Company shall not relieve the customer of the responsibility to pay invoices for services in accordance with the terms stated thereon.
- (4) The amount of a deposit required from a customer shall be as established in the Basic Services Tariff Schedule No. XII.
- (5) In the event that the Company determines that the deposit for any customer shall be inadequate, the Company may require the amount to be increased to a higher amount as estimated in accordance with Basic Services Tariff Schedule No. XII.

(E) Service Suspension or Termination

- (1) Upon the occurrence of non-payment of any sum due to the Company, or the violation of any of the terms and conditions governing service as provided in this tariff, the Company may, temporarily suspend the customer's service in accordance to General Provision No. VIII of this Regulation.
- (2) Should the Company elect to terminate the contract of the customer, as provided in the preceding paragraph, the customer shall be liable for charges for services rendered in accordance with tariff rates through the date of termination of the contract.

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ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE (Cont.)

17.3 General Regulations (Cont.)

17.3.1 Company's Undertaking (Cont.)

(E) Service Suspension or Termination (Cont.)

- (3) The Company may, without liability, when it has reasonable cause to believe that the operation of a customer unit with the Company's facilities is in violation of equipment regulations and likely to interfere with the use of the Company's services by other customers, suspend service to the offending customer unit (s) in accordance with General Provision No. V. Within twenty four (24) hours after such action by the Company, written notice will be provided to the customer which shall be given thirty (30) days to correct the problem and provide written certification thereof. Any customer which fails to correct the problem and provide certification thereof within this time shall have been deemed to have elected to terminate its contract and shall be liable for payment of the rates prescribed in the tariff for the period of services rendered or the minimum subscription period, whichever is greater.
- (4) Except as provided in this tariff, the Company shall refuse to provide service and shall disconnect existing service only when required by law upon receipt of a court order prohibiting service or requiring disconnection of existing service.
- (6) The Company immediately upon refusal or disconnection of service, shall give written notice to the person suffering such action when such refusal or disconnection has been made pursuant to a request by a law enforcement agency and shall inform name of the agency.

17.3.2 Customer's Responsibility

- (A) The customer or authorized user is responsible for the provision and maintenance of a Mobile Subscriber Unit for use with service obtained from the Company. Any unit used with the Company's service shall be FCC type-accepted and must be technically and operationally compatible for Mobile Service.
- (B) The customer and/or authorized user is responsible for compliance with the terms and conditions governing service as provided in this tariff.
- (C) The customer is responsible for payment of the invoices from the Company when rendered.

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ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE (Cont.)

17.4 Service Description

17.4.1 Mobile Service

- (A) This section applies to mobile telephone services provided by the Company. Each customer unit will have an access number assigned by the Company.
- (B) Mobile Service customers will be able to place and receive calls from the public switched telephone network considering the San Juan Metropolitan Area the interconnection point of these customers with said network. Local service area rates and long distance toll rates will apply, in relation to the mentioned interconnection point.
- (C) Mobile Service Applications
 - (1) Applications for mobile telephone services shall be made in writing in a form provided by the Company. The Company will provide customers with access numbers and usage of mobile telephone services only pursuant to such written applications and under the terms and conditions contained in such written applications.
 - (2) The Company may refuse service to any applicant who is indebted for services previously rendered until satisfactory arrangements have been made for payment of all such indebtedness.
 - (3) Upon written acceptance by the Company of the written application from a customer for mobile telephone services, all of the applicable provisions in the Company's tariffs lawfully on file shall be binding on the part of the Company and the customer. Any subsequent change in rates or regulations prescribed thereafter will be effective to the extent of such change.
 - (4) Applications for service must include notification to the Company of the FCC serial number of the mobile telephone when the mobile telephone terminal is owned by the customer.
 - (5) Subject to the availability of numbers and the capacity of the facilities, the Company shall honor accepted applications from all customers applying pursuant to this Section in the order in which applications for numbers are received.
 - (6) Subject to the other provisions of this tariff, a number will be made available to the customer within a reasonable period of time from the acceptance by the Company, of an application order from the customer.

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ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE (Cont.)

17.4 Service Description (Cont.)

17.4.1 Mobile Service (Cont.)

(C) Mobile Service Applications (Cont.)

- (7) Each number represents a unit of access to the Mobile telephone system. The number shall be assigned by the Company and the customer shall not acquire any proprietary interest in any specific number assigned for his use. The Company reserves the right, in his sole discretion, to assign, designate, or change such number when reasonably necessary in the conduct of its business, upon the discontinuance of services or, at any time upon reasonable notice to the customer.

(D) Payment Terms

- (1) Recurring, non-recurring and other charges will commence with respect to each number assigned to a customer on the first day that the number is available for use. Such charges shall continue until the date such number is cancelled or otherwise disconnected in accordance with the provisions hereof.
- (2) The customer is solely responsible for the payment of charges for all services furnished including, but not limited to, all calls, charges imposed on the Company by other carriers, charges for access to wireline telephone networks operated by the Company or by connecting carriers, call to the local public telephone network, overseas toll calls, network usage, directory assistance and all other usage for which charges are incurred and attributed on monthly bills to customer's access number.
- (3) The billing cycle for charges for mobile telephone services hereunder shall be monthly and the customer shall be invoiced on a monthly basis. Payment for such invoices shall be due in United States Dollars by the customer within fifteen (15) days after the date of transmittal of each such invoice. General Provision No. VIII of this Regulation will apply for any amount which is not paid in full by the due date thereof.
- (4) The acceptance of checks, drafts, or other negotiable instruments for the satisfaction of the customer's debts to the Company shall not constitute a waiver by the Company of its right to payment by legal tender.

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ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE (Cont.)

17.4 Service Description (Cont.)

17.4.1 Mobile Service (Cont.)

(D) Payment Terms (Cont.)

- (5) The recurring charges relating to an access number that is active during fractional parts of month will be based on a proportionate part of recurring charges, based on the actual number of days an access number is active. Of this purpose, each month will be deemed to have thirty (30) days.
- (6) If the customer's mobile telephone is lost, stolen, or otherwise absent from the customer's possession or control, the customer shall nevertheless be liable for all charges attributable to the access number assigned to such mobile telephone until the loss, theft or absence is reported to the Company. Thereafter and notwithstanding such notice to the Company, all recurring charges attributable to such access number shall continue until the customer terminates the provision of mobile telephone services to such access number. After a customer gives such termination notice to the Company usage of the access number assigned to such mobile telephone will not be permitted. Restoration will be subject to a service order charge set forth in this tariff.
- (7) The Company monthly bills will separately identify recurring and non-recurring charges, local message units, and aggregate minutes of usage in each rate period and will list each call to which long distance charges apply.
- (8) All recurring charges are billed in advance. Non-recurring charges are billed at the end of the billing period as incurred, and usage is billed at the end of the billing period for such usage.

(E) Customer Obligations

- (1) The identity of the calling party shall be established in the course of communication as often as may be necessary and the calling party shall be solely responsible for establishing the identity of the person or persons with whom connection is made.
- (2) The customer's use of the mobile telephone service shall at all times be subject to the control of the operator at the control point of the mobile telephone system.

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ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE (Cont.)

17.4 Service Description (Cont.)

17.4.1 Mobile Service (Cont.)

E) Customer Obligations (Cont.)

- (3) The customer indemnifies the Company and holds the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over the Company's facilities; against claims from infringement of patents arising from combinations with, or uses in connections with facilities of the Company; and/or other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- (4) Company's terminal equipment shall be returned in acceptable conditions by the customer, upon service cancellation.

17.5 Rate Period and Timing of Calls

17.5.1 Timing of Calls

- (A) Chargeable time for calls originated or received by a Mobile Telephone begins when the call is answered and ends when the Mobile Telephone disconnects.
- (B) The accumulated monthly usage for calls exceeding the monthly usage allowance is rounded up to the next minute for billing purposes.

17.6 Rates and Charges

	Monthly Rent	NRC	Per Minute Charge
Network Access, Service Deposit	See Section F-12		
Service Ordering Charge to restore or change a number, to add or modify call restriction features; per number.	\$ 15.00		
Access and Per Minute Charges. Access to the Mobile Telephone System, per month, per number.	35.00		
Access and Per Minute Charges. Each minute of usage exceeding the monthly usage allowance. ¹			0.40

¹Monthly usage allowance - eighty (80) minutes.

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ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

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SECTION 17 - MOBILE RADIO TELECOMMUNICATIONS SERVICE (Cont.)

17.6 Rates and Charges (Cont.)

	Monthly Charge	NRC
Mobile Terminal Equipment	\$ 45.00	\$ 100.00
Mobile/Cellular Combined Terminal Equipment ¹	80.00	100.00
Terminal Change from a vehicle to another	-	150.00
Number Change	-	25.00
Terminal Change from Mobile to Mobile/Cellular	-	50.00
Annual Insurance Charge	-	50.00

¹The customer shall request access to the authorized Cellular Provider.

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