

TERMS OF USE

Effective January 1, 2022

PLEASE READ THE FOLLOWING TERMS OF USE ("TERMS") CAREFULLY. BY ACCESSING OR USING OUR WEBSITE, WWW.BCNTELE.COM OR UTILIZING OUR BCNMOBILEAPP (THE WEBSITE AND BCNMOBILEAPP ARE COLLECTIVELY REFERRED TO AS THE "SITE"), YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED HEREIN BY REFERENCE, INCLUDING BUT NOT LIMITED TO OUR PRIVACY POLICY. IT IS YOUR RESPONSIBILITY TO READ THE TERMS OF USE BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS OF USE, THEN PLEASE DO NOT ACCESS OR USE OUR SITE.

SECTION 1 – ACCEPTANCE OF TERMS

These Terms are a legal agreement between you and BCN Telecom, Inc. (hereinafter "BCN"). The Site is operated by BCN. Throughout the Site, the terms "we," "us" and "our" refer to BCN. BCN offers this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

By visiting our Site you agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink, including, but not limited to, BCN's privacy policy which is found at www.bcntele.com/privacy-policy/ ("Privacy Policy"). These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, prospective vendors, customers, prospective customers, merchants, agents, and/or contributors of content. These terms are not intended to and do not modify any other written or electronic: agreements, additional terms, or policies between the parties. In the event of an inconsistency between these Terms and any other written or electronic: agreement, additional terms, or policies, including those referenced herein, including, but not limited to the Privacy Policy, the provisions of the agreement, additional terms or policies shall control.

SECTION 2 – GENERAL TERMS

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this Site.

You may not use the Site for any illegal or unauthorized purpose nor may you, in the use of our Site, violate any local, state, federal, national or international laws.

You must not transmit any worms or viruses or any code of a destructive nature.

We have the right, but not the obligation, to take any of the following actions in our sole and absolute discretion at any time and for any reason without giving you any prior notice:

- a) Restrict, suspend or terminate your access to all or any part of our Site;
- b) Change, suspend or discontinue all or any part of our Site;
- c) Refuse, move, or remove any content that is available on all or any part of our Site; and/or,
- d) Establish general practices and limits concerning use of our Site.

You understand and agree that our Site may include communications such as service announcements and administrative or legal notices from us.

SECTION 3 - CREATING AN ACCOUNT

Once you create an account with us on <https://tbs.bcntele.com/V35/Login.aspx> (the "Portal") or on the BCNMobileApp, you are registered on the BCN Site. The terms "member," "membership," and "account" all refer to this registration as a member on BCN's Site. If you are merely surfing or browsing through the Site and have not yet created an account, your use of the Site is still subject to these Terms; if you do not agree to these Terms, do not use the Site.

When you create an account, you will provide a unique username and email. We will also ask you to create a password. Because any activities that occur under your username or password are your responsibility it is important for you to keep your username and/or password secure. You may not assign or otherwise transfer your account to any other person or entity without BCN's express written approval. You acknowledge that BCN is not responsible for third party access to your account that results from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username, email, or password without your authorization.

Furthermore, you, as the registering party, acknowledge, understand, and agree to:

- a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and,
- b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate, or incomplete nature, BCN will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of these Terms, and as such refuse any and all current or future use of this Site and/or the Portal.

SECTION 4 - YOUR INFORMATION

All of your information gathered by BCN is subject to our Privacy Policy. If there is a conflict between the Privacy Policy and these Terms, then the terms of the Privacy Policy shall prevail.

SECTION 5 - GLOBAL USE; EXPORT/IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our Site, you agree to comply with all local rules relating to online conduct and that which is considered acceptable content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our Site, you thus agree to comply with all applicable export and import rules, laws, statutes and regulations, including, but not limited to, U.S. Embargoes, the U.S. Treasury Department's list of Specially Designated Nationals and the U.S. Commerce Department's Table of Deny Orders.

SECTION 6 - MODIFICATIONS

You can review the most current version of the Terms at any time on this page. We reserve the right to update, modify, alter, replace, and/or discontinue, whether temporarily or permanently, any part of these Terms, with or without prior notice, by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes. In addition, we shall not be held liable to you or

to any third party for any such update, alteration, modification, replacement, suspension and/or discontinuance of the Site, or any part thereof.

SECTION 7 - LINKS

BCN may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable, directly or indirectly, for any content, products, advertising or any other materials, on or available from such third-party sites or resources or for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content made available on or through any such other website and/or resource.

SECTION 8 - WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- a) THE USE OF BCN'S SITE IS AT YOUR SOLE RISK. BCN'S SITE IS PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. BCN AND OUR PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, ATTORNEYS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

- b) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF BCN'S SITE SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND AT YOUR SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE.

SECTION 9 - LIMITATION OF LIABILITY

BCN AND OUR PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, ATTORNEYS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR (A) ANY DAMAGES WHATSOEVER IN EXCESS OF \$100 USD OR (B) ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO (A) THE USE OR INABILITY TO USE OUR SITE OR ANY PORTION OF OUR SITE; (B) ANY FAILURE OR INTERRUPTION OF THIS SITE; (C) ACT OR OMISSION OF ANY THIRD PARTY INVOLVED IN MAKING THIS SITE OR THE DATA CONTAINED HEREIN AND/OR STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SITE; AND/OR (D) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SITE.

IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES LISTED IN THIS SECTION 9, THEN THE RESPECTIVE LIABILITY OF BCN AND OUR PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, ATTORNEYS, EMPLOYEES,

AGENTS, PARTNERS AND LICENSORS IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

SECTION 10 - INDEMNITY

You agree to indemnify and hold harmless BCN, our parents, subsidiaries, affiliates, directors, officers, attorneys, employees, agents, partners and licensors from any claim, demand, losses, expenses, damages and costs, which may include, but is not limited to, reasonable attorney's fees, arising out of your use of the Site, or your violation or alleged violation of these Terms and/or your violation or alleged violation of any laws or regulations or the rights of another through the use of the Site. These indemnification obligations shall survive the termination of your relationship with BCN or ceasing to use the Site. BCN reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you shall cooperate with BCN in asserting any available defenses.

SECTION 11 - INTELLECTUAL PROPERTY RIGHTS

You herein acknowledge, understand, and agree that all of the BCN trademarks, copyright, trade name, service marks, and other BCN logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of BCN. You herein agree not to display and/or use in any manner the BCN logo or marks without obtaining BCN's prior written consent.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site, use of the Site, or access to the Site or any contact on the Site, without express written permission by us.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. BCN's Site content is not for resale. Use of the Site does not entitle users to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of BCN and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of BCN or our licensors except as expressly authorized by these Terms.

BCN herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by BCN or any other content providers supplying content services to BCN. You are prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Site.

SECTION 12 - CHOICE OF LAW / ARBITRATION

It is at the mutual agreement of both you and BCN with regard to these Terms and the Privacy Policy that the relationship between the parties shall be governed by the laws of the state of New Jersey without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to these Terms, or the relationship between you and BCN, shall be resolved only by final and binding arbitration conducted by a single neutral arbitrator from JAMS and administered by JAMS in its Boca Raton, Florida office pursuant to JAM's streamlined arbitration rules and procedures then in effect (the "Rules"). Both you and BCN waive a trial by jury. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the arbitrator. The arbitrator's award shall be final and judgment may be entered upon it in any court having jurisdiction. You and BCN shall share equally in JAM's costs but each party will otherwise pay its own costs and attorneys' fees, if any. If

any party prevails on a statutory or contractual claim that affords the prevailing party attorney's fees, the arbitrator may award attorney's fees to the prevailing party to the extent permitted by law. This clause shall not preclude you or BCN from seeking provisional remedies in aid of arbitration from the courts having jurisdiction in the County of Morris, New Jersey or the U.S. District Court located in Newark, New Jersey.

SECTION 13 - CLASS ACTION WAIVER

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. YOU AND BCN AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING. Further, unless both you and BCN agree otherwise in writing, the arbitrator may not consolidate more than one person or one entity's claims and may not otherwise preside over any form of a representative or class proceeding.

SECTION 14 - WAIVER AND SEVERABILITY OF TERMS

At any time, should BCN fail to exercise or enforce any right or provision of these Terms, such failure shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

SECTION 15 - ENTIRE AGREEMENT

These Terms constitutes the entire agreement between you and BCN and shall govern the use of our Site, superseding any prior version of these Terms between you and us with respect to use of the BCN's Site. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other services, content, equipment or software from BCN, its subsidiaries, affiliates and/or third-party providers.