

Claro Enterprise Solutions Cookies Policy

Cookies are very small text files that are stored on your computer when you visit some websites. Cookies do not search your computer for information. Cookies enhance your user experience on our website and we may use them to better understand web surfing behavior of visitors to our website; however, cookies cannot identify you by name nor do they contain other personal information. You may disable any cookies already stored on your computer but this may affect your experience on our website. This website will not share any information with unaffiliated third parties.

Legal Notices

GENERAL

Claro Enterprise Solutions respects the privacy of every individual or company who visits our Web site, responds to our interactive advertisements or sends us e-mail. This Privacy Statement outlines the information Claro Enterprise Solutions will collect and how we will use that information. We realize that the exciting growth of the Internet and online services raises questions concerning the nature, use and confidentiality of information collected about consumers. We want you to know that we apply our long-standing commitment to safeguarding privacy to our online and internet activities. Claro Enterprise Solutions wants you to understand when and how personal information is collected, used, disclosed and protected. That's why we have provided you with this Privacy Policy ("Policy"). This Policy will also instruct you on what to do if you do not want your personal information collected or shared when you visit the Claro Enterprise Solutions Web site, respond to our Web-based advertisements or send us e-mail.

NETWORK AND INFORMATION SECURITY

We maintain a variety of physical, electronic, and procedural safeguards to guard your personal information. For example, we take a variety of steps to protect against unauthorized access to our systems that store personal information such as policies limiting access to those systems to authorized personnel.

All orders on the Claro Enterprise Solutions website utilize a Secure Socket Layer (SSL) or Secure Electronic Transaction (SET) protocol to provide "secure sessions" for our visitors. Order forms will be sent and will arrive privately and unaltered at Claro Enterprise Solutions server.

Also, we use encryption technologies to protect your account information when you are viewing your bill on our Website or via email. You should be aware that Claro Enterprise Solutions has no control over the security of other sites on the Internet you might visit, interact with, or from which you buy products or services.

You should keep your user name, password or other access information safe and confidential to protect against unauthorized access to your account information and services. And you must adopt passwords that others may not guess easily.

CHILDREN'S ONLINE PRIVACY

Claro Enterprise Solutions recognizes that children may not be able to make informed choices about giving out personally identifiable information.

Claro Enterprise Solutions is committed to protecting the privacy needs of children and we encourage parents and guardians to take an active role in their children's online activities and interests. Claro Enterprise Solutions does not knowingly collect information from children under the age of 13 and does not target its website to children under 13.

For collection of personally identifiable information (that is, name, address, telephone number, or e-mail address). If a child has provided us with personally identifiable information without the consent of parent or guardian, a parent or guardian of that child should contact us at the e-mail address listed at the bottom of this Statement if they would like this information deleted from our records.

We will use reasonable efforts to delete the child's information from our records. Claro Enterprise Solutions encourages parents to take an active role to protect the privacy and security of their children and to prevent the inappropriate use of information about their children.

PERSONALLY IDENTIFIABLE INFORMATION

Claro Enterprise Solutions will not collect any personally identifiable information about you (that is, your name, address, telephone number, or e-mail address) unless you provide it to us voluntarily. Claro Enterprise Solutions does not share, disclose or sell any personally-identifiable information (such as your name, address, telephone number or e-mail address) collected online on Claro Enterprise Solutions sites with other unaffiliated companies or organizations for non-Claro Enterprise Solutions marketing purposes, but we restrict their use and limit disclosure of CPNI for purposes of providing service to you or to market products and services as previously described. We will also prohibit the third party from further disclosing the CPNI except as required by law and require the third party to implement safeguards to protect the confidentiality of the CPNI.

Because this information is a critical part of our business, it would be treated like our other assets in the context of a merger, sale or other corporate reorganization or legal proceeding

How We Use the Information

Claro Enterprise Solutions uses the personally-identifiable information we collect online principally to provide you with the service(s) you have ordered and to let you know about other offerings which may be of interest to you. Postal and e-mail address information, for example, enables communication about services offered and ordered, as well as the proper provisioning and billing of those services.

We also provide personally-identifiable online information in response to subpoenas and other legal demands, and where we believe that disclosing this information is necessary to identify, contact or bring legal action against individuals who may be endangering public safety or interfering with Claro Enterprise Solutions property or services, or with our customers' or others' use of them.

- **Internal Business Use.** Your personal information is used in many aspects of our business operations. We use personal information to provide you the services you request, to properly identify you when you contact us, to bill and collect for services, to ensure your creditworthiness for continued service, to determine appropriate state and local payment of taxes, to protect our rights or property, or to enforce the terms of any agreements or terms of service. We use personal information to communicate with you about your account or other matters, our services or products you use, or to respond to your requests.
 - o To complete an online order for a product or service (if you do not wish to complete an online order form, we will always provide an option for you to complete an order by calling a toll free phone number)
 - o To enter an online contest or sweepstakes (if you do not wish to complete an online contest or sweepstakes form, we will always provide an option for you to enter by mailing a 3 x 5 card to specific address)
- **Marketing Communications.** We use personal information to inform you about new products and services. We may contact you at your wireless, residential or business phone numbers, by email or text message, fax or by automated voice messaging and by direct mail. If you are a Claro Enterprise Solutions subscriber and want to change your preferences for receiving marketing communications, you may call us at the customer service number shown on your bill or send an email to: usaregulatory@usclaro.com. While you may choose not to receive email or telephone marketing information from us, you will continue to receive invoices, customer service-related notifications, technical or network-related notifications and similar information from us electronically or otherwise.
 - o Facsimile. Claro Enterprise Solutions does not send commercial information by fax, unless you request such information to be sent by fax. You may email our Office of Privacy at: usaregulatory@usclaro.com or call our Customer Care representatives at the number shown on your bill if you believe you have received an unwanted fax from Claro Enterprise Solutions. Our business customers should contact their account representative

- **Customer Proprietary Network Information ("CPNI").** There are special rules related to the access, use and disclosure of customer proprietary network information or "CPNI." This Policy incorporates those rules throughout. You have a right, and Claro Enterprise Solutions has a duty, under the law, to ensure the confidentiality of CPNI. In other circumstances, we may also disclose your CPNI as permitted by law.

Your name, address and phone number are not CPNI, but otherwise are covered by this Policy.

We may use your CPNI to market additional communications and data products and services similar to the types you currently purchase from us. We may also use CPNI to contact former customers when permitted by law. And, to provide your service, we may use and disclose CPNI to our agents, affiliates, joint venture partners and independent contractors, but we restrict their use and limit disclosure of CPNI for purposes or providing service to you or to market products and services as previously described. We will also prohibit the third party from further disclosing the CPNI except as required by law and require the third party to implement safeguards to protect the confidentiality of the CPNI. If you are a new customer of Claro Enterprise Solutions, you will receive a notice of your CPNI rights and further information on this topic from Claro Enterprise Solutions.

If you do not want your personally-identifiable information collected, please do not submit it to us. If you have already submitted this information and would like for us to remove it from our records, please contact us at the e-mail address listed at the bottom of this Statement. We will use reasonable efforts to delete your information from our existing files.

Declining E-mail offers

As outlined in the Personally-Identifiable Information section of this Statement, we will only send e-mail promotions or announcements to you if you have previously provided your permission for us to do so.

Although many customers tell us they appreciate receiving notice of these carefully designed promotions and announcements we recognize the importance of providing you with choices.

At any time, you may unsubscribe from our e-mail list by filling out our sample online unsubscribe form. All e-mail offers that you receive from Claro Enterprise Solutions, will inform you how to decline receiving further e-mail offers.

Changes to this privacy policy

Claro Enterprise Solutions will update this Policy if our practices change or if the law requires changes to it. If at any point we decide to use personally identifiable information in a manner that is materially different from what was stated at the time it was collected, we will notify you via posting on this page for 30 days before the material change is made and give you an opportunity to opt out of the proposed use at any time.

What else should you know?

Please be careful and responsible whenever you are online. If you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

While we strive to protect your personal information, Claro Enterprise Solutions cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk.

Third-party Internet sites and services accessible through this website have separate privacy and data-collection practices, independent of us. Claro Enterprise Solutions has no responsibility or liability for these independent policies or actions. Please refer to those sites own privacy policies to learn how they collect and use information about you.

Who to contact

If you have any questions about or complaints that concern, this Policy, please visit Customer Service Online or email us at: usaregulatory@usclaro.com, or call Customer Service at the number shown on your bill. If you prefer you may also write us at: Office of Privacy: Legal Department, Claro Enterprise Solutions, 3350 SW 148 Avenue, Suite 400, Miramar, Florida 33027. Our representatives will respond to your inquiries or help resolve any dispute concerning this Online Privacy Policy.

If you have submitted personally-identifiable information through the Claro Enterprise Solutions website or an interactive advertisement, and would like that information deleted from our records, please contact us at our e-mail address: usaregulatory@usclaro.com

We will use reasonable efforts to delete this information from our existing files.

Acceptable use policy

DESCRIPTION OF OUR WEBSITE

Welcome to Claro Enterprise Solutions. We provide users with access to a collection of on-line resources, which may include general and personalized content, communication tools, online directories, administrative services, purchasing services, download areas, and information (all of which, together with this and other Claro Enterprise Solutions Websites through which they may be accessed or delivered, are collectively called our "Website"). We do this both through our Website and by linking to websites of companies with which we work as well as by linking to other sites we think may be useful to you or your business. Such sites may have their own terms of use or applicable policies. Claro Enterprise Solutions has

also contracted with certain third party suppliers to, enable us to provide our Website to you. The term "Claro Enterprise Solutions" (or "we", "our" and "us") includes all of the affiliates of Claro Enterprise Solutions as well as their successors and assigns.

ACCEPTANCE OF TERMS

Claro Enterprise Solutions provides our Website to you subject to these Terms of Use ("Terms"). By using our Website in any way you are agreeing to comply with these Terms, which we may update from time to time without notice. If you do not agree to accept and comply with these Terms, do not access or use our Website. All amended Terms shall automatically be effective when they are initially posted on our Website. Your continued use of our Website after any changes in these Terms shall constitute your consent to such changes.

These Terms govern the use of our Website by viewers and other users (visitors). In addition to other agreements between you and Claro Enterprise Solutions, these Terms explain the policies that govern your access to and use of our Website, including the actions that we may take, within our sole discretion, for any use that we deem unacceptable. Certain services available through our Website, especially services for which you are asked to subscribe or pay money, may have their own additional terms and conditions that will apply to your purchase or use of that particular service and which will control in the event of any conflict with these Terms. If we have entered into a separate contract with a party for the insertion or other placement of content, advertising or other materials on any of our Websites, then the terms of such separate agreements will govern our relationship with such parties.

LINKS TO THIRD-PARTY WEBSITES

The Claro Enterprise Solutions Website contains links to other websites, web pages, services and resources that are operated by other persons, firms or entities with which Claro Enterprise Solutions has a business relationship. These links are provided for convenience only. Claro Enterprise Solutions is not responsible for the contents or availability of any Website which is not owned or directly controlled by Claro Enterprise Solutions and does not endorse and is not responsible in any way for any content, advertising, products, services or other materials on or available at, from or through such sites. Use of these links will cause you to leave this Website and use of third-party websites is entirely at your own risk.

Claro Enterprise Solutions does not guarantee the accuracy, integrity or quality of such content. Your use of any site is subject to the terms of use, if any, set forth at such site. In the event there is any inconsistency, conflict or discrepancy between the Terms and Conditions contained herein and the terms and conditions of a site, the terms and conditions set forth at the Website shall govern and control your use of that Website.

You agree that Claro Enterprise Solutions shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, products, services or other materials on or available at, from or through any such Website.

PROPRIETARY RIGHTS

You may not sell, resell, or otherwise use or commercially exploit our Website other than by using it for its intended purposes. Systematic retrieval of data or other content from our Website to create or compile, directly or indirectly, a collection, compilation, or database without written permission from Claro Enterprise Solutions is prohibited.

You further agree not to reproduce, prepare derivative works from or otherwise commercially exploit any portion of our Website, for any purposes other than its intended purposes or other than as expressly permitted by these Terms.

You acknowledge and agree that any necessary software used in connection with our Website (“Software”) contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

ILLEGAL OR HARMFUL USE

You may access and use our Website and Network only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via our Network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that are prohibited:

- **Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- **Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- **Export Violations:** Including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- **Failure to Abide by Third-Party Website Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or website that you access.

- **Harmful Content:** Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.

SECURITY AND INTEGRITY

You may not violate the security of our Website in any way. Such violations may result in criminal or civil liability. Claro Enterprise Solutions may, but is not obligated to, investigate any violation. Claro Enterprise Solutions may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Claro Enterprise Solutions products services or sending, receiving, posting, accessing, or storing any electronic transmission via our Website, you agree to cooperate, as well, in any such investigation.

Examples of such security violations include, without limitation:

- **Hacking:** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- **Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- **Intentional Interference:** Interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- **Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the Services, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.
- **Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by Claro Enterprise Solutions or attempting to gain unauthorized access to, alter, or destroy any information that relates to any Claro Enterprise Solutions customer or other end-user. Claro Enterprise Solutions may, but is not obligated to, take any action it deems necessary to protect its Website, its rights or the rights of its customers or third parties, or (2) optimize or improve its Website, network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through the Website. Claro Enterprise Solutions may, in its sole discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any preference you may have communicated to us.

INVESTIGATION AND ENFORCEMENT OF THE TERMS

All users of the Services must adhere to the Terms. We have the right, but are not obligated, to strictly enforce the Terms through self-help, active investigation, litigation and prosecution.

We may also access and disclose any information (including transactional information) related to your access and use of our Website for any lawful reason, including but not limited to: (1) responding to emergencies;' (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services. INDIRECT OR ATTEMPTED BREACHES OF THESE TERMS, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THESE TERMS BY SUCH COMPANY, CUSTOMER OR USER.

DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH A CLARO ENTERPRISE SOLUTIONS WEBSITE OR NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH A CLARO ENTERPRISE SOLUTIONS WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." CLARO ENTERPRISE SOLUTIONS, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS WEBSITE. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. CLARO ENTERPRISE SOLUTIONS DOES NOT GUARANTEE THAT ITS WEBSITE WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL CLARO ENTERPRISE SOLUTIONS, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND-FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES-EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF CLARO ENTERPRISE SOLUTIONS, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY CLARO ENTERPRISE SOLUTIONS NETWORK OR WEBSITE WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF CLARO ENTERPRISE SOLUTIONS, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SITE.

GOVERNING LAW

These Terms are governed by and must be construed under the laws of the State of Texas. The federal and state courts of Harris County, Texas, have exclusive jurisdiction over and venue of any suit that relates to these Terms.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Claro Enterprise Solutions, its subsidiaries, affiliates, directors, officers, shareholders, agents and employees harmless from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of the Terms by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our Website; or (5) your use of our Website.

MODIFICATION OF THE TERMS

We reserve the right to modify the Terms at any time, effective upon its posting, as modified, on www.Claro Enterprise Solutions.com. Your continued use of our Site after any changes in these Terms shall constitute your consent to such changes.

PRIVACY POLICY

Claro Enterprise Solutions respects the privacy of visitors to our site. Our Site is intended for use primarily by persons 18 years or older. We do not intentionally collect any personal, individually identifying information from children under the age of 13. Please take a few minutes to review our Privacy Policy. When you enter into transactions with or provide information to other companies providing content or services in connection with our Site, you will be subject to their privacy policies.

TERMINATION

Claro Enterprise Solutions reserves the right, in its sole discretion and for any reason whatsoever, to cancel, terminate, suspend or restrict, permanently or temporarily, your access to the Claro Enterprise Solutions Site and/or any or all of the Services, at any time and without prior notice.

Claro Enterprise Solutions may also remove any information that you submit, and cancel, modify, suspend, terminate or otherwise change or eliminate any of the Services it provides, without cause and without prior notice to you. You agree that Claro Enterprise Solutions shall not be liable to you or any

third party for any cancellation, termination, suspension or restriction of your access to the Claro Enterprise Solutions Site and/or the Services, or for any change to or termination of the Services.

MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision the Terms will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in the Terms. Claro Enterprise Solutions may assign its rights and duties under these Terms to any party at any time without notice to you. If any provision of the Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

QUESTIONS AND COMMENTS

We invite you to send in your questions or comments about our site, or to bring to our attention any material you believe to be inaccurate. Please send such comments, including a copy of any material you wish to discuss, to Customer Career.