

SMART Bro Enterprise Application Form (NEW CONNECT)

Application Instructions: Answer all questions, sign the application form and submit to your Relationship/Sales Manager. Please use black or blue pen in filling up the form to ensure clear fax transmittal of information. Please complete all blank spaces and write "N.A" if the question does not apply to you. We regret that applications not duly accomplished or accompanied by documents may be delayed or rejected. Please contact your Relationship/Sales Manager for more information.



CUSTOMER INFORMATION

TYPE OF BUSINESS ORGANIZATION					
__ Corporation		__ Government		__ Sole/Partnership	
__ Others (please specify) _____					
Company Name / Name (For Corporate Individual - Surname, M.I., First Name):					
Complete Billing Address:					
		No.	Street	Village/Barangay/Municipality/City	
Zip Code					
Complete Installation Address (for multiple sites, please attach summary of installation address/es with corresponding company representative/s and contact information):					
		No.	Street	Village/Barangay/Municipality/City	
Zip Code					
Delivery Address (for Share-it, WIMAX):					
<input type="checkbox"/> Billing Address		<input type="checkbox"/> Installation Address		<input type="checkbox"/> Others: _____	
Contact Number:					
<input type="checkbox"/> Office/Business		<input type="checkbox"/> Home		<input type="checkbox"/> Cellphone	
SEC / DTI Registration Number:		Industry Segment:			Business Type:
AUTHORIZED SIGNATORY (Surname, M.I., First Name)		OFFICIAL DESIGNATION			MOBILE # & email address
Name 1:					
Name 2:					

SMART BRO ENTERPRISE PACKAGE

(Please use separate application forms for each type and/or package of Smart Bro Service)

<input checked="" type="checkbox"/> SBE Biz-LTE <input type="checkbox"/> SBE Pocket WIFI <input type="checkbox"/> SBE Plug-it <input type="checkbox"/> SBE SIM Only <input type="checkbox"/> SBE iPad Bundle <input type="checkbox"/> SBE Tablet Bundle <input type="checkbox"/> SBE Laptop Bundle												
Package/ Plan	CIR (if any)	Burst Speed (up to)	Monthly Subscription Fee	MSF with Bundled Package (if applicable)	Security Deposit/ Advance MSF	Installation Fee (if applicable)	Reflector Fee (if applicable)	Additional Charges – OTC (mast, cable, etc.)	Additional VAS Charges (Monthly)		Total Charges	
											One Time Charge/s (in Php)	Monthly Subscription Fee (in Php)
SMART BIZ LTE PLAN 1699 NON- STOP SURF WITH FREE ET610			1699/MO.	SMART BIZ LTE PLAN 1699 NON-STOP SURF WITH FREE ET610					Email	Cost		1699/MONTH (24 MONTHS)
No. of sites/units: 1 NEW LINE									IP/ Block	Cost		

CONTRACT PERIOD: ☒ 24 months ☐ 12 months ☐ Others: _____

OTHER INFORMATION: _____

- NOTES:

 - Prices are VAT inclusive.
 - Payment of both the installation/commissioning charges and the one month advanced security deposit can be settled through outright payments in any SMART Wireless Center or coursed through a bill-above scheme.
 - For SBE TD-LTE:
 - One-time Standard Installation Fee of PHP3,000 is for standard installation only. A standard installation consumes only a maximum of 30 meters of STP (Shielded Twisted Pair) cable and 10 ft mast. Anything in excess of that will be charged to the client.
 - SMART will install the antenna hardware and antenna cables in your location either at the window or on the rooftop. For antennas to be installed on the roof deck, your company will be responsible for securing roof rights from the building management as well as in providing suitable space for the rooftop antenna unit (approx 1 sqm). The outdoor unit does not require a separate power supply, but a suitable grounding point should be provided within 10m of the designated outdoor location.
 - SMART will also install the indoor unit in a suitable customer designated indoor location
 - Activation of inclusive VAS email accounts should be requested through enterprisebro@smart.com.ph
 - Pre-termination fee is MSF x no. of months remaining in contract and if applicable, plus the cost of bundled equipment
- BASIC DOCUMENT REQUIREMENTS:

 - Fully accomplished SBE Service Application Form (SAF)
 - Proof of Billing
 - Proof of Identification of Authorized Signatory
 - Financial Documents
 - Mapping information (as needed)
 - Other requirements:
 - Private Corporations: Company Secretary's Certificate Authorizing representative/signatory to transact business with SMART Broadband Inc.
 - Government: PO and Certificate of Fund Availability
 - Corporate Individual – Certificate of Employment (stating tenure, salary, position)

PRE-ACTIVATION CHECKLIST

Please check appropriate box, if items below have been explained to you.	YES	NO
BILLING CHARGES (MSF, Monthly Savings, Payment Centers, Pre-Termination Fee, Installation Fees, Cost on Reflector and Additional Equipment)		
SERVICE/CREDIT POLICIES (Pre-Redirection, Redirection, Disconnection)		
AFTERSALES SERVICE (After sales Procedures, Support Channels)		

CONFORME FOR SMART BRO POCKET WIFI

By voluntarily subscribing to Smart Bro Plan and using the Smart Bro service, I hereby confirm and agree that I will be responsible for my use of the Smart Bro service. I have been informed that I am aware that the Smart Bro service will only work best if and when 4G/HSDPA/LTE signal is present and strong. I am aware that the following conditions apply to my use of the Smart Bro service:

- a) If I am using the Smart Bro service while mobile or in transit, there may be instances of slower connection/internet access. I fully understand that faster internet access will be experienced if I am surfing in one fixed area at a given time.
- b) Web connectivity may be affected if I am surfing in areas where the Smart 4G/HSDPA/LTE signal is weak, such as basements, near elevators, and fire exit areas. To enjoy fast, online connection, I am aware that it is recommended that I surf in locations with less obstruction or near the window.
- c) In excess of the free browsing hours that come with my Smart Bro Plan, I will be charged: P0.05/KB

I am aware that there may be areas where the Smart 4G/HSDPA/LTE signal is not strong at all times and I am still willing to avail of the said Smart Bro service and pay the corresponding amount. Upon availment of the Smart Bro service, I hereby agree to the Terms and Conditions of Smart Bro Pocket WiFi and the Smart Bro Service which I have read and/or which I have been properly informed of by a Smart Bro authorized sales agent/personnel.

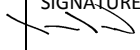
CUSTOMER CONFORME

By signing this form, I certify that I have read, understood and accepted the SMART COMMUNICATIONS INC. Terms and Conditions and that all information that I have given here are true and correct. I authorize Smart Broadband, Inc. to verify such information from whatever sources it may consider appropriate. SMART COMMUNICATIONS INC. shall not be liable for any damage and/or inconvenience brought about by failure to comply with the above mentioned Terms and Conditions.

Printed Name & Signature of Company Signatory Date

Printed Name & Signature of Company Signatory Date

FOR SMART USE ONLY

SALES PERSONNEL’S NAME	SIGNATURE	DATE
MOSES B. PERNECITA/P44445		
MAPPING INFORMATION	SIGNATURE	DATE
VALIDATION OFFCER’S NAME	SIGNATURE	DATE
CREDIT OFFICER’S NAME	SIGNATURE	DATE
POSTREVIEWER’S NAME	SIGNATURE	DATE

* All notices or communication to SMART COMMUNICATIONS INC. required under the Terms and Conditions of SMART COMMUNICATIONS INC. contract shall be in writing and shall be delivered personally or transmitted by registered mail, postage prepaid or e-mail to: enterprisebro@smart.com.ph

9th Floor SMART Tower 1,6799 Ayala Avenue, Makati City

SMART LTE WAIVER

Smart LTE Device and LTE Network

The LTE device is rated to reach speeds of up to 42Mbps. Accessing Smart Communications Inc. (SMART) and Smart Broadband Inc.'s (SBI) LTE network requires special Smart Bro SIMs that are provisioned to access this network. Regular Smart Bro SIMs or other SIMs aside from LTE SIM will not be able to connect to the LTE network.

SMART LTE service is available in limited key locations in Metro Manila. For queries regarding LTE covered areas kindly visit Smart Bro's website (<http://smart.com.ph/bro/lte>) or call the hotline at *177 using Smart/TNT mobile phone or 177 using PLDT Landline. For other carrier, client may contact (02) 688-2700 to 02 (regular charges). Speeds of up to 42Mbps are dependent on whether wireless broadband service is available. Minimum GPRS speed of 12-48 kbps where wireless broadband service is not available can be experienced at 80% service reliability rate. Speed is also dependent on the type of modem/device being used and prevailing internet/website data traffic.

The LTE service is dependent on the geographic area where the device is being used. It is highly suggested to use the LTE device in clear and open areas and/or areas with minimal obstructions. Areas with thick concrete walls, heavy foliage areas, and tall buildings may adversely affect your LTE experience.

For areas outside an LTE network, your SMART LTE device is able to connect to SMART's nationwide 3G network wherein subscribers can reach speeds of up to 12 Mbps.

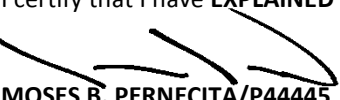
SMART LTE WAIVER:

I have fully read the information presented for SMART LTE and its Terms & Conditions and understand the limitations and scope of the LTE device and SMART's LTE service offer. I understand and confirm that by signing this waiver and release I have given up future legal rights against any misunderstanding about the limitations of the SMART LTE device, service and LTE network. I have signed this waiver voluntarily and my signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law.

I declare that the foregoing is true and correct. Signed on this ____ day of _____, _____, in _____ City, Philippines.


SIGNATURE OVER PRINTED NAME

I certify that I have **EXPLAINED** the above Waiver to the Subscriber


MOSES B. PERNECITA/P44445
Sales Representative
SIGNATURE OVER PRINTED NAME

Date

TERMS AND CONDITIONS

The provision of the SMART BRO ENTERPRISE EDITION broadband Internet access service (hereinafter referred to as "the Service") shall be governed by the following terms and conditions (hereinafter referred to as "the Agreement.")

1.0 Service Provision Conditions

1.1. **Provision of the Service.** SMART shall cause the installation of the subscribed SMART BRO Enterprise Edition Internet package as soon as reasonably practicable after payment of the prescribed fees and deposits for the Service. SMART reserves the right to disconnect the Service at any time should any Subscriber Equipment (Subscriber's personal computer and/or network) be found to cause harmful interference to SMART's network or to cause degradation in the quality of the Service. The Subscriber agrees to hold SMART free and harmless from any liability arising from such disconnection.

1.2. **Equipment and Peripherals.** SMART shall provide the Subscriber with the equipment and peripherals necessary for Service access (hereinafter referred to as the "CPE and/or Peripherals") as set forth in the delivery receipt issued to the Subscriber.

1.3. **Site Survey.** SMART reserves the right, upon due notice, to conduct site surveys, tests and/or inspections inside the Subscriber's premises, as necessary to determine the requirements for CPE and/or Peripherals installation and Service maintenance. The Subscriber understands that should there be no signal from the SMART base station to the Subscriber's premises where the Service is intended to be provided, the Subscriber will not be able to avail of the Service. Subscriber agrees to hold SMART free and harmless from any liability arising from the said non-availability of the Service.

1.4. **Non-transferability of Rights and Location.** The rights and privileges extended to the Subscriber in relation to the subscription and the CPE and/or Peripherals are purely personal to the Subscriber and shall not be transferred to any individual or entity or to any other location, without obtaining the prior written consent, approval and clearance from SMART. Any such transfer of rights and/or location without the prior written consent of SMART shall be void regardless of receipt by SMART of the Monthly Service Fee and other charges from the supposed transferee.

1.5. **Limitation of Liability.** SMART shall not be responsible for delays or for failure or omission of its Service due to any cause beyond its control which is not due to its willful and intentional fault or gross negligence and which cannot be overcome by the exercise of due diligence, including but not limited to, labor disturbance, human or equipment breakdown, acts of God, or force majeure, whether or not the cause be of the same class or kind as those herein. The Subscriber agrees that in such case, the operation of this Agreement and delivery and rendering of Service, so far as necessary, may be suspended or terminated as the case may be, even without notice, without liability for loss and damage, it being understood that the cause of such interruption shall be remedied, if possible, with all necessary dispatch at the earliest practicable time. In the cases mentioned above, SMART shall not be liable for any loss or damage suffered by the Subscriber, unless such loss or damage is caused by the willful or grossly negligent act or omission of SMART's employees or agent which liability shall not exceed the amount of FIVE-THOUSAND PESOS (P5,000.00) as may be proven in a court of law.

1.6. **Non-assumption of Responsibility.** Subscriber holds SMART free from any responsibility for any loss or damage resulting from the failure of Service caused by a malfunction of the SMART network or CPE and/or Peripherals for any reason whatsoever. Notwithstanding any other provision of this Agreement, SMART will not for any reason be liable for any indirect, incidental, out-of-pocket expenses, consequential, punitive, special or other similar damages, including but not limited to damages resulting from loss of actual or anticipated revenues or profits, or loss of business, data or good will.

1.7. **Use of the Service.** The Subscriber shall not re-sell or make any commercial use of the Service, without the prior express written consent of SMART. The Service shall not be utilized in bypassing or in activity/ies that tend to bypass the SMART network or be used in prohibited services like callback, dialback, unauthorized audiotext, international and national simple resale (ISR/NSR) and other similar services (the "Unauthorized Activities"). The Subscriber shall be liable to SMART for any and all compensation fee on account of any of the above Unauthorized Activities and unauthorized commercial use of the Service. The compensation fee is payable, without any limitation, from the time the Unauthorized Activity occurred until the actual cessation thereof. For this purpose, SMART shall have the right to full access to the relevant books and all other records of the Subscriber in order to ascertain the volume of traffic and total amount of compensation fee payable. In the absence of said record, SMART shall have the sole discretion in the determination of the bypass compensation. In addition to the Unauthorized Activities referred to above, the Subscriber undertakes not to use the Service for any activity that is contrary to morals and public policy or which violates any ordinance, law, decree, order, regulation or treaty (the "Illegal Activities").

The Subscriber agrees to indemnify and hold SMART free and harmless from any liability, suit, or damage arising from or connected with the Subscriber's Unauthorized and/or Illegal Activities. The Subscriber further authorizes SMART to supply any and all information requested by any law enforcement or government agencies, or other private entities, the latter within the limits provided for by law, relative to the Subscriber's subscription to the Service. In which case, the Subscriber hereby irrevocably and unconditionally waives any and all its relevant remedies under the law, including but not limited to the right to claim damages.

1.8. **Management of the Subscriber's Data.** The Subscriber shall be responsible in protecting its telecommunications system against unauthorized external attacks/hacks. Any and all damage, loss and prejudice suffered by the Subscriber by reason of such attacks/hacks shall be for the Subscriber's sole account. Thus, in the event of such occurrence, it is the Subscriber's responsibility to investigate the incident with the assistance of SMART, its affiliates and/or subsidiaries, if so requested.

The Subscriber agrees that the Internet is not owned, or managed by, or in any way affiliated with SMART and SMART has no control over the information or materials accessed via Internet through the use of the Service.

SMART does not warrant that the Service provided will be uninterrupted, error free, secure, or free from viruses, worms or the like. SMART shall not be liable for loss of the Subscriber's data. SMART makes no warranty, express or implied, regarding the reliability and completion of any and all transactions executed using the Service or the Internet. In no event shall SMART be liable for (a) any direct, indirect, special, consequential or incidental damages, including without limitation, lost profits or loss of revenue or damage to data arising out of the use, partial use or inability to use the Service, regardless of the type of claim or the nature of the cause of action, including without limitation, those arising under contract, negligence, tort or strict liability, even if SMART has been advised of the possibility of such claim or damages, or (b) any claims against you by any other party.

2.0 Acceptance of Terms and Service Commencement Date

2.1. **Term.** This Agreement shall take effect from signing hereof by the Subscriber, and approval by the authorized representative of SMART and shall be effective for the duration of the agreed contract period as stipulated in the Service Application Form from the Service Commencement Date and shall be automatically renewed for similar contract periods unless terminated by either or both parties in accordance with Section 7 hereof. In case of renewal, SMART may amend, change or modify the applicable rates.

2.2. **Service Commencement Date.** The Service Commencement Date for each Service provided shall be set forth on the day Service is activated.

2.3. **Observance of Rules and Regulations.** The Subscriber binds himself to strictly observe and comply with all government rules and regulations, laws pertaining to telecommunications, intellectual property and other related matters now existing or hereinafter promulgated, as well as reasonable rules and regulations as SMART may impose in the interest of Service. The Subscriber shall not use, interfere or jam any radio or telephone signal of other Subscribers within or outside SMART's network, otherwise, SMART shall have the right to disconnect the Service to the errant Subscriber. Any misuse shall be presumed to have been done by or under the authority of the Subscriber and shall be a ground for disconnection of the Service by SMART provided that any disconnection under this Section 2.3 shall not terminate this Agreement and the Subscriber shall still be liable for the payment of the Monthly Service Fee and other charges for the term of this Agreement.

3.0 Service Charges

3.1 **Service Fee, Foreign Currency Adjustment and Other Charges.** Upon approval of the application for subscription, the Subscriber shall pay SMART a Monthly Service Fee in advance and the processing fee prevailing at the time of approval of the application for subscription which processing fee covers the installation fee. Succeeding Monthly Service Fee and other charges must be paid on or before the Due Date indicated in the Statement of Account. Fees for Service and other charges shall be included in Subscriber's Statement of Account. Non-receipt of the Statement of Account shall not excuse the Subscriber from paying the Monthly Service Fee and other charges. Where there is a change in any of the following economic factors: Philippine Peso-US dollar exchange rate, inter carrier toll rates, labor costs, cost of utilities and other operating costs, Service rates and fees may be adjusted to take effect upon notice to the Subscriber. When applicable, fees shall be subject to VAT and other taxes, which may now or hereinafter be imposed by the Philippine Government on the Service or this Agreement. In case Service is billed based on per-minute or per-hour or per-day, or per-month, a fraction thereof shall be considered as one whole minute, or one whole hour or one whole day or one whole month, as the case may be.

3.2 **Additional Installation Charges.** In certain instances, the Subscriber shall pay for additional charges to cover materials and labor for non-standard installations, depending on the height of additional pole mast (i.e. for 20-ft. antennae and higher).

3.3 **Relocation.** If the Subscriber will transfer office location, the Subscriber will be charged the relocation fee prevailing at the time of relocation to cover for expenses of dismantling equipment from current location and re-installing of the new location.

3.4 **Changes in Service.** The Subscriber agrees to pay all charges for changes in Service feature including, but not limited to, reconnection, change of service package and change of ownership. SMART reserves the right to make changes in the Service for technical and other reason, with due notice to the Subscriber.

3.5 **Downgrading of service within the contract term.** Subscriber is required to submit a written notice at least one (1) month prior to the date of circuit termination stating the reason/s for such request. Pre-termination charge equivalent to 100% of the difference of the current monthly charge and downgraded monthly charge of the circuit and its related equipment multiplied by the number of months of the unexpired term of the contract will be imposed if pre-termination is done without cause.

3.6 In addition, Subscriber will be charged the actual expenses for recovery of equipment relative to the original grade of service.

Total Pre-termination Charge = No. of months remaining in the contract x (Current Monthly Charge - Downgraded Monthly Charge) + actual expenses in the recovery of equipment related to the current grade of service (if any).

4.0 Payment Terms

4.1 **Due Date.** SMART shall bill the Subscriber the Monthly Service Fee and other charges, which must be paid in full by the Subscriber on or before the Due Date indicated in the Statement of Account. SMART shall send to the Subscriber his Statement of Account at his given billing address by regular mail, facsimile or electronic mail, or by other method at SMART's sole discretion. Notwithstanding the non-receipt of any bill, it shall be the Subscriber's responsibility to inform himself of his outstanding fees or charges through the SMART Website, Customer Care Hotline, or any SMART Store and effect payment, without need for further notice or demand on or before the Due Date. Subscriber acknowledges that SMART has advised him that SMART may suspend Service in case of the Subscriber's failure to pay any bill on or before the specified Due Date. SMART shall bill the Subscriber at monthly intervals but reserves the right to alter the date of billing or interval of billing.

4.2 **Billing Disputes.** If the Subscriber in good faith disputes any portion of the SMART Statement of Account, the Subscriber shall submit to SMART, within fifteen (15) days from Statement of Account date, full payment of the undisputed portion of the Statement of Account and written documentation identifying and substantiating the disputed amount. If the Subscriber does not report a dispute within the said fifteen (15) day period, the Subscriber shall irrevocably waive his dispute rights for that Statement of Account and the billing shall be deemed to be correct and final. Any disputed amount resolved in favor of the Subscriber shall be credited to the Subscriber's account in the next Statement of Account. Any disputed amount determined to be payable to SMART shall be due within seven (7) days of the resolution of the dispute. If the Subscriber withholds the disputed amount thereafter or within the time required fails to provide supporting information in writing that sets out a legitimate basis under this Agreement for disputing any charges, the Subscriber's account shall be deemed to be past due and unpaid. In such event, SMART shall be entitled to pursue any and all legal remedies provided in this Agreement, including suspension or disconnection of Service.

4.3 **Penalties.** SMART shall charge interest equivalent to one and a half percent (1.5%) per month for all accounts not paid by the Due Date, plus a late payment charge equivalent to one and a half percent (1.5%) per month, until the date of payment.

4.4 **Repair and Maintenance.** Subscriber shall be entitled to free spare parts and service for non-performance of the CPE and/or Peripherals due to factory defects for the term of this Agreement. However, the cost of repair and maintenance of CPE and/or Peripherals as a result of damage due to the act or negligence of Subscriber shall be for the account of the Subscriber.

4.5 **Loss or Damage.** The Subscriber shall be liable should any CPE and/or Peripherals be damaged or lost due to the Subscriber's acts or omissions, and the Subscriber shall be charged for the replacement value of the same.

4.6 **Rebates.** Rebate computation shall be as follows:

Rebate for the Month = $\frac{\text{Monthly Rental} \times (\text{Total downtime for the month in hrs.})}{730 \text{ Hrs.}}$

This Rebate is subject to the following conditions:

- All applicable rebates will be computed based on SMART's Corporate Helpdesk (6727288 or *2888) records.
- Subscriber shall be responsible to report to SMART Helpdesk any outages experienced by the network.
- The following outages are not subject to rebates:

- Outages due to Subscriber's fault, equipment failure and applications;
- Power failure in Subscriber's sites;
- Scheduled maintenance; and
- Force Majeure - SMART shall not have any liability whatsoever or be deemed to be in default for any delay or failure in the performance under this Terms & Conditions resulting from acts beyond its control, including without limitation acts of God, acts or regulations of any governmental or supranational authority, war or national emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial - disputes (whether or not involving SMART's employees) or epidemics.

5.0 Data Privacy

SMART shall, at all times, comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. SMART, its officers, employees, agents and representative in connection with SMART's performance of the Agreement, shall, among others:

5.1 Process personal data only upon the documented instructions of the Subscriber, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;

5.2 Implement measures and systems such as clear written guidelines and training modules for its employees, agents, and representatives, that will enable data subjects to exercise any and all of their rights under the Data Privacy Act of 2012;

5.3 Implement such measures and systems that will allow data subjects to exercise their right to object or withhold consent to further processing as provided under the Data Privacy Act of 2012;

5.4 Implement such measures and systems that will allow data subjects to exercise their right to access under the Data Privacy Act of 2012;

5.5 Maintain proper records, and provide the Subscriber access to such records, as will allow said Subscriber to comply with the exercise by data subjects of their right to access under the Data Privacy Act of 2012;

5.6 Ensure that data subjects will be able to exercise their right to rectification, modification, or blocking of data under the Data Privacy Act of 2012;

5.7 Determine the appropriate level of security measures, subject to, and in conjunction with, that of the Subscriber, taking into account the nature of the personal information to be protected, the risks represented by the processing, the size of the organization and complexity of its operations, current data privacy best practices, and cost of security implementation;

5.8 Implement security measures for data protection (i.e., generally, the physical, organization, and technical security measures prescribed by the Data Privacy Act and its implementing rules and regulations), including policies for evaluation, monitoring, and review of operations and security risks. These measures may include clear written guidelines, training modules for its employees, agents, and representatives, and audit measures in relation to the (1) collection, processing, maintenance, and deletion/disposal of personal data and records; and (2) the sharing of this information, especially on the specific persons to whom the information may be given access. Such measures shall aim to maintain the availability, integrity, and confidentiality of personal data, and prevent negligent, unlawful, or fraudulent processing, access, and other interference, use, disclosure, alteration, loss, and destruction of personal data;

5.9 Implement reasonable and appropriate organizational, physical, and technical measures intended for the protection of personal information against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing, or for such other purposes as may be required under the Data Privacy Act of 2012 or any other applicable law or regulation;

5.10 Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration, and contamination;

5.11 Ensure that its employees, agents, and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations;

5.12 Not to engage another processor without prior instruction from the Subscriber: Provided, that any such arrangement shall ensure that the same obligations for data protection under this document are implemented, taking into account the nature of the processing;

5.13 In case of data breach, promptly notify the Subscriber within twenty-four (24) hours or earlier from the time of discovery, to enable said Subscriber to notify the National Privacy Commission and the affected data subject or subscriber within the period prescribed under the Data Privacy Act of 2012, when sensitive personal information that may, under the circumstances, be used to enable identity fraud are

reasonably believed to have been acquired by an unauthorized person, and the Subscriber, SMART, or the National Privacy Commission believes that such unauthorized acquisition is likely to give rise to a real risk of serious harm to any affected data subject or subscriber;

5.14 Promptly inform the Subscriber if, in its opinion, any instructions of the Subscriber violates, or may be construed to violate, any provision of the Data Privacy Act of 2012 or any other issuance of the National Privacy Commission;

5.15 Assist the Subscriber in ensuring compliance with the Data Privacy Act of 2012, its implementing rules and regulations, other relevant laws, and other issuances of the National Privacy Commission, taking into account the nature of processing and the information available to SMART;

5.16 At the choice of the Subscriber, delete, destroy, or return all personal data to the former after the end of the provision of services relating to the processing; Provided, that this includes deleting or destroying existing copies unless storage is authorized by the Data Privacy Act of 2012 or another law;

5.17 Make available to the Subscriber all information necessary to demonstrate compliance with the obligations laid down in the Data Privacy Act of 2012, and allow for and contribute to audits, including inspections, conducted by the Subscriber or another auditor mandated by the latter; and

5.18 Include all the foregoing in the privacy and security policy of SMART.

6.0 Suspension / Disconnection of Service

6.1 **Default.** Subscriber agrees that in the event of failure to pay the Monthly Service Fee and other charges by the Due Date, subscription account shall no longer be deemed current and at the option of SMART the Service may be suspended, or discontinued without the need for judicial declaration, and the provisions on termination shall apply.

6.2 **Disconnection.** Subscriber agrees that SMART may without prior notice, disconnect the Service of any Subscriber whose bill remains unpaid after the specified Due Date. The Subscriber also agrees that SMART may temporarily suspend the Service in any of the following instances:

- Violation by the Subscriber of the terms and condition of this Agreement;
- Misrepresentation or false statements by the Subscriber in the application for Service;
- Illegal connection or use of unauthorized equipment or accessories;
- Suspicious fraudulent misuse or abuse of Service, CPE and/or Peripherals;
- Unauthorized transfer of Service;
- Failure to notify SMART of change in billing address; or
- Any other analogous cause.

Whenever the disconnection leads to eventual termination, the effects of such termination shall retroact to the date of disconnection for the purpose of computing pre-termination charges. Disconnection shall become permanent upon failure of Subscriber to correct or rectify the ground for discontinuance of Service within thirty (30) days from suspension of Service. Disconnection of Service shall not be construed as a waiver of the outstanding tariff, charges, penalties, and surcharges accruing on overdue bills. The Subscriber agrees to hold SMART free and harmless from any liability and waives any action against the latter, which may arise as a result of such suspension or disconnection of Service.

6.3 **Reconnection.** In the event of suspension or disconnection, SMART may at its option restore Service and/or rectify the cause of suspension upon payment of all outstanding obligations by the Subscriber, including any and all applicable fees.

7.0 Termination of Service

7.1 **Termination by the Subscriber.** The Subscriber may terminate his subscription in writing by giving one (1) month prior notice for cancellation and by fully settling all his outstanding obligations with SMART. If termination is made, Subscriber shall pay a pre-termination fee in the amount of the full Monthly Service Fee (SBEE Internet subscription) multiplied by the number of the months balance of the unexpired months based on the contract period or may be specified at the sole discretion of SMART. In determining the unexpired period, a fraction of a month shall be considered as one (1) month.

*Total Pre-termination Charge = No. of months remaining in the contract x (Current Monthly Charge)

7.2 **Termination by SMART.** SMART may terminate the Service or this Agreement for non-payment or delay in payment of the Subscriber's accountabilities or violation by the Subscriber of any provision of this Agreement or for such other causes set forth in this Agreement. A penalty amounting to the total pre-termination charge* (For computation refer to clause 7.1) will be imposed on the Subscriber should SMART terminate the provision of the Service due to the Subscriber's violation of this Agreement.

7.3 **Subscriber Liability.** The Subscriber possesses the CPE and/or Peripherals in trust for and on behalf of SMART. In the event that the Subscription is terminated for whatsoever reason, or if SMART disconnects the Service or terminates use of CPE and/or Peripherals equipment for non-payment or delay in the payment of the Subscriber's accountabilities or violation of the terms and conditions of this Agreement, the Subscriber hereby authorizes SMART, its agents or representatives to enter the Subscriber's premises where the CPE and/or Peripherals are installed, and allow SMART to pull out or remove such CPE and/or Peripherals.

7.4 **Pullout of CPE and/or Peripherals.** Upon termination of the Service, for any reason whatsoever, SMART shall have the right to pull-out the CPE and/or Peripherals.

8.0 Indemnification and Use of Service

8.1 **General.** The Subscriber shall indemnify and hold harmless SMART, its affiliates, partners, directors, officers, employees, shareholders, agents and representatives from and against all claims, causes of actions, judgments, damages, expenses and liabilities arising from or in connection with (a) the use of the Service by Subscriber other than as permitted by this Agreement, and (b) the content of material that the Subscriber transmits through use of the Service including, but not limited to, claims for defamation, invasion of privacy, disparagement and / or alleged violation of trademark or copyright.

8.2 **"As Is" Services.** The Subscriber acknowledges that the Service is provided "as is". SMART, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE DATA OR INFORMATION AVAILABLE ON ITS SYSTEM, OR RESIDING ON OR PASSING THROUGH ITS INTERCONNECTING NETWORKS, OR THAT THE SMART SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. SMART EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT POSSIBLE BY LAW.

8.3 **Venue of Suits and Litigation Expenses.** In case of litigation arising out of this Agreement, all suits shall be exclusively filed with the proper court of Makati City only. The Subscriber hereby expressly waives all claims to any other venues. The Subscriber shall, in addition to the amount due and collectible, pay twenty-five (25%) of such amount as attorney's fees and an equivalent amount for cost of suit.

9.0 Miscellaneous

9.1 **Entire Agreement.** This Agreement together with all attachments incorporated herein specifically by reference, represents the entire understanding of the Parties with respect to the subject matter hereof and all other agreements, whether written or oral, between the Parties relating to the Service shall be superseded by this Agreement. In entering into this Agreement, neither Party is relying upon any representation of warranties that are not set forth in this Agreement.

9.2 **Assignment by SMART.** SMART reserves the right to transfer or assign its rights and obligations under this Agreement whether in parts or in whole to any third party.

9.3 **Modification.** SMART reserves the right at its absolute discretion to modify, delete or add to any of the terms and conditions of this Agreement by giving notice in writing to the Subscriber.

9.4 **Separability Clause.** The Parties also agree that should any provision in this Agreement be declared void, invalid or ineffective for any reason whatsoever, the validity of the remaining provisions shall not be affected and shall continue to be binding.

9.5 **Waiver.** No waiver by SMART of any breach shall operate as a waiver of any other or subsequent breach. SMART shall not be prejudiced or restricted by any concessions, indulgence of forbearance extended to the Subscriber.