

**Current Date****Customer Name****Position****Company Name****Address****Address****Subject: PLDT Enterprise SME FiberBiz**Dear **Customer Name**:

Greetings from PLDT Enterprise!

In this digital age, internet continues to be a vital tool for the success of a growing businesses. With the continuous development of technology, the internet has transformed "business-as-usual" operations and requires the capability to not only enable a plethora of internet-capable machines and devices, but also access agile cloud-based solutions.

To support the needs of today's business, it is with great pleasure that we present to you our **PLDT SME FiberBiz: Afforda500st PROMO** service proposal. PLDT Enterprise broadband is a shared internet service that provides cost-effective, high-speed, connectivity for any size of business.

Highlighting:

• Unmatched Domestic Connectivity

Enterprise Broadband runs on PLDT's expansive and resilient domestic fiber optic network, with widest fixed broadband coverage and sustained fiber deployment

• Unlimited Broadband Access

Experience high-speed broadband access on a fixed monthly fee.

• Dedicated Technical Support for PLDT Enterprise Customers

The Enterprise Customer helpdesk, accessible through 177, is available 24x7 to answer your questions and attend to service concerns

You may refer to the following pages for the complete list of offers and Terms and Conditions. Thank you for this opportunity and we look forward to serving you!

Very truly yours,

Conforme:

Relationship Manager Name
Relationship Manager

Customer Name
Position
Company Name

Date Signed: _____



CUSTOMER KEY INFORMATION

| | | | | | |
|---|-----------------------|--|-----------------|--|--|
| CUSTOMER NAME: | | | | | |
| COMPLETE INSTALLATION ADDRESS: No. Street Village/Barangay/Municipality Zip Code | | | | | |
| BILLING ADDRESS: No. Street Village/Barangay/Municipality Zip Code | | | | | |
| Authorized Signatory: | Official Designation: | | E-mail Address: | | |
| Technical Contact: | Mobile Phone No.: | | | | |

Please use one (1) order form per line subscription:

| Package | Burst Speed | Monthly Charge | One-Time Install Fee | Contract Term | Inclusions |
|---|----------------|----------------|----------------------|---------------|--|
| <input type="checkbox"/> Affordabooost 500 Mbps Promo Enterprise Broadband | Up to 500 Mbps | P 2,000 | Waived | 24 Months | 1 Public Static IP (/32 IP block) Business Landline |
| <ul style="list-style-type: none">▪ Enterprise Broadband is a best effort service and subject to facility availability.<ul style="list-style-type: none">◦ Burst/download speeds are minimum of 30% of subscribed speed at 80% service reliability.▪ All rates quoted are VAT-inclusive.▪ Promotion is applicable to the following:<ul style="list-style-type: none">◦ New Micro, Small and Medium Enterprise (MSME) customers' internal use only◦ Subject to facility availability or network capacity.◦ Areas serviced by PURE FIBER (FTTX/FTTH) facilities▪ Promotion is valid until June 30, 2024.▪ Any and all other Add-On services will be billed separately under the standard Terms and Conditions for PLDT Enterprise Broadband Service.▪ Broadband modem configuration is via standard configuration only (route). Any variations thereto are not be allowed.▪ Unless otherwise stated in the foregoing promotion, the standard Terms and Conditions for PLDT Enterprise Broadband Service will apply. | | | | | |

| Telephone Line Pre-qualification Number (if applicable) | Additional PLDT Sales Notes |
|---|-----------------------------|
| | |

| DIRECTORY LISTING – FOR BUNDLED BUSINESS LANDLINE APPLICATIONS ONLY | |
|--|--|
| <input type="checkbox"/> PUBLISHED I authorize PLDT to publish my name, address and telephone number in the Directory Listing (White Pages) and make this information available upon request via 101-171 directory assistance at any given time. I understand that no warranties are agreed upon the information published in the case that it will be reached and accessed by any person or number. | <input type="checkbox"/> CONFIDENTIAL I do not allow PLDT to publish my name, address and telephone number in Directory Listing (White Pages) or via 101-171 directory assistance. |

| Optional Enterprise Broadband Add-Ons (co-terminus with the broadband service) | |
|---|---|
| <input type="checkbox"/> 1 Public Static IP (convert to /30 IP Block) +P1,000/mo. | <input type="checkbox"/> 5 Public Static IP (convert to /29 IP Block) +P2,250/mo. |

CUSTOMER CONFORME

INSTRUCTIONS: When you order the PLDT Enterprise Service, please be sure to carefully read the Terms & Conditions as they contain important information regarding your rights and obligations in connection with the use of the service. After we validate your acceptance of the Terms & Conditions, we will provide you with either a pick-up or delivery date, whichever is applicable.

I certify that the information supplied above is true and correct. By signing below, I signify that I have read the attached Terms and Conditions and agree to abide by them as soon as I have accepted the PLDT Enterprise Service.

Authorized Signatory
(Printed Name over Signature)

Designation

Date Signed

PLDT ENTERPRISE BROADBAND SERVICE TERMS AND CONDITIONS

1. Contract Documents

- a. The following documents shall, by this reference, form integral parts of the agreement between PLDT and the Customer for the provision by PLDT of the PLDT Enterprise Broadband Service (the "**Service**"):
 - (1) Proposal with Customer's written conforme, which contains the commercial terms of the Contract ("**Proposal**"); and
 - (2) This PLDT Enterprise Broadband Service Terms and Conditions ("**Terms and Conditions**"), herein collectively referred to as the "**Contract**".
- b. In case of any conflict in the interpretation of the provisions of the aforementioned documents, these Terms and Conditions shall prevail.

2. Customer Responsibilities

The Customer shall have the following responsibilities for the proper installation, operation and maintenance of the Service:

- a. Provide access and clearance to allow duly authorized PLDT personnel to enter and leave the Customer's premises at reasonable hours or at such frequency as may be necessary, and subject to prior notice to the Customer, for the purpose of conducting site surveys, installation, inspection and maintenance, and/or removal of its equipment and facilities used in connection with the Service. In the event that the Customer's premise is located inside a building, the Customer shall coordinate with the building administrator/property management office of the building and secure the necessary permits granting PLDT egress and ingress to the building twenty-four (24) hours a day, seven (7) days a week for maintenance, test and repair, and installation activities, subject to compliance by PLDT with reasonable building security regulations.
- b. Prepare all the required civil works, conduits and in-house wiring installations prior to the installation of the Service. PLDT reserves the right to delay installation works in the event the required civil works, conduits, and in-house wiring have not yet been installed, or in the alternative, start billing for the installed services notwithstanding the Customer's inability to use the same owing to its failure to install the required civil works, conduits, and in-house wiring in a timely manner.
- c. Provide the required Uninterrupted Power Source ("**UPS**") in each location to ensure the uninterrupted power supply necessary for the continuous operation of the Service. The Customer shall provide electric power from a commercial source connected to the standby generator required for the efficient operation of PLDT-provided equipment.
- d. Provide the interface cables between the PLDT equipment and the Customer-provided equipment.
- e. Ensure that no connection, disconnection, movement, and/or alteration of any and all equipment and facilities furnished by PLDT are conducted by parties other than the duly authorized PLDT personnel.
- f. Provide a secure, clean and a well-ventilated and air-conditioned room suitable for the proper and continuous operation of all equipment used in the provision of the Service.
- g. Provide due care to all PLDT-owned equipment installed in its offices (the "**Customer Premises Equipment**" or "**CPE**"). The Customer shall be liable for any loss or damage to such Customer Premises Equipment upon completion of installation thereof by PLDT unless such loss or damages are directly due to causes beyond the Customer's reasonable control.
- h. Ensure that it and its representatives shall not assign, transfer, sublease, charge or otherwise part with the CPE; neither shall the Customer permit any extension of the Service whether or not said extension may cause damage or interference to the Service, without prior written consent and approval of PLDT.
- i. Provide its own additional protection to its system against external attacks/hacks. In the event of such occurrence, it is the Customer's responsibility to investigate the matter with the proper assistance of PLDT or its subsidiaries and/or affiliates.

3. Applicable Prices and Taxes

- a. Prices quoted are based on initial network design/configuration presented, and may be subject to change depending on the final network configuration determined during the actual survey. PLDT shall inform the Customer of any change in the network configuration and seek prior approval for any change in price from the original proposal as a result of the difference between the network design/configuration presented and the actual configuration. Should the Customer not approve the change in initial network design/configuration and price, PLDT and the Customer shall negotiate to achieve a mutually acceptable solution.
- b. Unless otherwise indicated, the prices quoted in the Proposal are exclusive of the 12% Value Added Tax ("**VAT**")/Overseas Communications Tax ("**OCT**"). Applicable taxes may apply for services provided by foreign carriers (applies to international services only).
- c. For customers claiming tax exemptions, the necessary exemption certificates and/or documents shall be submitted prior to installation of the Service.
- d. In addition, the price shall be subject to fulfillment by the Customer of the special conditions (if any are specified in the Proposal) pursuant to which PLDT offered such price. Non-fulfillment by the Customer of such special conditions shall entitle PLDT to amend the price of the Service.

4. Installation and Lead-times

Installation and activation of the Service shall be based on the mutually agreed Ready For Service ("**RFS**") date as indicated in the Proposal. The projected installation and activation lead time is determined on the basis of the location of the Customer's site (whether the site is within or outside PLDT's franchise area) and whether the provision of the Service in the Customer's site requires the construction and installation of additional or new facilities.

5. Delivery of Equipment; Acceptance of the Service

- a. Upon delivery of the CPE to the Customer's designated site, the Customer shall sign an Endorsement of Property and Service ("**EPS**") form to acknowledge receipt of the CPE.
- b. Upon activation of the Service and conclusion of PLDT's testing thereof based on PLDT's parameters, the Customer shall cause its duly authorized or designated representative(s) to sign PLDT's Acceptance of Service Form ("**ASF**"). If, for any reason whatsoever, PLDT shall not hear from the Customer or receive the signed ASF within seven (7) days from date of endorsement of the form, PLDT shall assume that the Service is working, deemed accepted and billable. PLDT shall therefore take this as commitment on the Customer's part to pay/settle necessary billing components/charges for the Service as set forth in the Proposal.
- c. PLDT's responsibility shall strictly relate to the Service as described in the Proposal only. PLDT expressly waives liability for claims arising from internal hardware problems and software requirements of the Customer.

6. Payment Terms

- a. Billing shall commence one (1) day after activation of the Service. Delivery and turn-over of PLDT Add-ons & Freebies (if any) shall not hinder the start of the Effective Billing Date of the Fixed Bundle Service.
- b. PLDT has the option to provide the bill for the Service using any media available such as, but not limited to, electronic mail, or printed bill sent through courier or mail.
- c. Payment must be remitted to PLDT within the stipulated due date as indicated in the bill.

7. Contract Period

- a. The Contract term shall be based on the signed application form from the date of activation of the Service ("**Contract Term**").
- b. If PLDT does not receive any written termination advice from the Customer sixty (60) days before the end of Contract Term, the Contract Term shall be deemed automatically renewed for a period equivalent to the original Contract Term.

8. Cancellation of Order

In case of cancellation of order:

- a. After installation but prior to acceptance of the Service, the Customer shall pay 100% of the total Contract value for the CPE that may be provided by PLDT and P10,000.00 to compensate PLDT for the costs incurred by it in the installation works.
- b. After installation and Service has been accepted, the Customer shall pay the standard Pre-termination charges as stated in Section 9.

9. Pre-termination of Contract

- a. In case of pre-termination of Contract without fault on the part of PLDT:
 - (1) The Customer is required to submit a written notice at least sixty (60) calendar days prior to the date of circuit termination stating the reason/s for such request.
 - (2) Pre-termination charge equivalent to 100% of the unrealized Monthly Recurring Charges (MRC) for the unexpired Contract term will be imposed.
 - (3) In addition, a de-installation charge amounting to the actual total expenses incurred ("De-installation Charge") will be imposed.
 - (4) Total pre-termination charge shall be computed as follows:

$$\text{Total Pre-termination Charge} = (\text{No. of months remaining in the contract} \times \text{MRC}) + \text{De-installation Charge}$$

- b. Upgrading/Downgrading of Service within the Contract term

- (1) Upgrading within the Contract term is allowed, subject to an adjustment in the fees payable to PLDT for the upgraded Service. However, downgrading is not allowed within the Contract term, unless the Customer pays pre-termination charges computed in accordance with the following formula:

$$\text{Pre-termination charge} = (\text{MRC under the original Contract} - \text{MRC of the downgraded Service}) \times \text{No. of months of the original Contract.}$$

- (2) It is understood that the Customer is still obligated to pay the MRC for the downgraded Service for the remainder of the Contract term.

10. Discontinuance of Service

- a. PLDT has the option to discontinue the Service because of the Customer's failure to pay the fees due within the period provided for in the relevant bill. Subject to one (1) month prior written notice to the Customer and provided that the Customer continues to fail to pay the required amount despite such notice, PLDT has the option to discontinue the Service for non-payment of the overdue account, as well as other accounts involving other existing PLDT services which, based on PLDT records, are maintained or owned by, or kept under the same Customer's name. Aside from the outstanding charges of the Customer due to PLDT, applicable pre-termination charges shall be imposed, subject to Section 9 hereof.
- b. The basis for disconnection of Service will be the stipulated due date in the billing statement.
- c. The Service is intended for the Customer's official business use only and not intended for national/international resale of voice and/or data. The circuits of the Service will not be used for any Voice Callback, or any form of Public Switched Telephone Network (" **PSTN**") by-pass operation similar to that of an International Simple Resale (" **ISR**") (collectively, the " **Unauthorized Use/s**".)
- d. PLDT reserves the unilateral right to immediately terminate/cancel the Service at any time and without prior notice should PLDT find any Unauthorized Use or find that the Service or any of the circuits provided therefor are utilized other than for their specified purpose and/or in any instance that PLDT finds that any of its materials, wires, equipment, and devices, resources and effects are actually being used or have been used by the Customer but without, however, securing the prior written consent of PLDT. PLDT also reserves the further right, and also without prior notice, to immediately disconnect and recover its materials, wires, equipment, and devices and such resources and effects which are found to be illegally connected and/or attached to PLDT facilities and properties without the knowledge, authority and/or prior written consent of PLDT. Finally, PLDT reserves the right to collect monetary compensation due to revenue loss occasioned by such unauthorized use and/or operations or to collect from the Customer liquidated damages in the total amount of One Million Pesos (Pph1,000,000.00), whichever is higher.
- e. In addition to having the Service temporarily/permanently disconnected, the Customer shall likewise be liable to pay pre-termination charges computed in accordance with Section 9.a.

11. Force Majeure

- a. PLDT shall not have any liability whatsoever or be deemed to be in default for any delay or failure in the performance of its obligations under the Contract resulting from acts beyond its control, including without limitation, international system cable faults; acts of God, acts of nature, such as, but not limited to, typhoon, flood, landslide, earthquake, tsunami, lightning, a natural disaster of overwhelming proportions; acts or regulations of any governmental or supranational authority; war; national emergency; accident; fire; riot; strikes, lock-outs, industrial disputes (whether or not involving PLDT's employees); epidemic or pandemic.
- b. In the event of disconnection of Service arising from force majeure, PLDT shall endeavor to restore the Service as soon as possible, subject to its discretion in the allocation of available resources.

12. Indemnification

The Customer agrees to defend, indemnify and hold PLDT, its directors, officers and employees, free and harmless from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or these Terms and Conditions by the Customer (or any party using the Customer's account, with or without the Customer's permission, to access the Service); (b) the use of the Service or the placement or transmission of any message, information, software or other materials using the Service by the Customer (or any party using the Customer's account, with or without the Customer's permission, to access the Service); (c) negligent acts, errors, or omissions by the Customer's (or any party using the Customer's account, with or without the Customer's permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with these Terms and Conditions, except to the extent that such liabilities arise from the act, negligence or willful misconduct of PLDT; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, any software, or the Internet.

13. Limitation of Liability

In no event shall PLDT be liable for any loss of revenue, business opportunity or business advantage, loss of use, interruption of business, any indirect, incidental, special or consequential damages, even if PLDT has been advised of the possibility of such claims.

14. Acceptable Use Policy for PLDT Enterprise Broadband Service

The Customer shall use the Service in accordance with applicable law, including relevant regulations, ordinances, orders or decrees; and with morals, customs and public policy and shall ensure that its use thereof shall not adversely affect, interfere with or disrupt the use of the Service by other parties or the manner by which PLDT provides the Service or any other services to others.

15. Violation of Acceptable Use Policy

- a. PLDT will respond appropriately in the event that it becomes aware of any Unauthorized Use or use of the Service in violation of the aforementioned Acceptable Use Policy. PLDT and its various affiliates and partners reserve the right to monitor bandwidth, usage and content from time to time to operate the Service to identify violations of the Acceptable Use Policy, and/or to protect the network and PLDT users.
- b. PLDT shall advise the Customer of any inappropriate behavior and take any necessary corrective action. However, if the Service is used in a way which PLDT, in its sole discretion, believes is violative of the Acceptable Use Policy, PLDT may take any immediate responsive action it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content and the immediate suspension or termination of all or any portion of the Service. PLDT shall not be liable for any such responsive actions and such acts shall be without prejudice to any action available to PLDT under these Terms and Conditions, the law or in equity in order to recover any and all damage/s suffered by PLDT arising from the violation of the Acceptable Use Policy.
- c. PLDT reserves the right to investigate suspected violations of the Acceptable Use Policy, including the gathering of information from the user or users involved and the complaining party, if any, and the examination of any information on PLDT's servers and network. During an investigation, PLDT may suspend the Service of the Customer and the Customer hereby authorizes PLDT to cooperate with (i) law investigation authorities in the investigation of suspected criminal violations, and (ii) system administrators of other internet service providers or other network or computing facilities in order to enforce the Acceptable Use Policy. Such operation may include PLDT providing the username, IP address, or other identifying information about the Customer. Upon termination of an account, PLDT is authorized to delete any files, programs, data and e-mail messages associated with such account.

16. Representations and Warranties

Each party represents and warrants to the other party that:

- a. It is a corporation duly organized and validly existing under the laws of the Republic of the Philippines and has all the legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions hereof;
- b. The Contract constitutes a valid, legal and binding obligation, enforceable in accordance with its terms;
- c. There are no actions, suits or proceedings pending, or to its knowledge, threatened, against or affecting it before any court or administrative body or arbitral tribunal that might adversely affect its ability to meet and carry out its obligations under the Contract;
- d. The execution and delivery of the Contract has been duly authorized by all requisite corporate action, and will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or its property may be bound.

17. Non-Waiver

Failure to enforce compliance with any term or condition of the Contract will not constitute a waiver of such term or condition of the Contract or the right to subsequently enforce such term or condition in the future.

18. Governing Law, Venue of Suits, Attorney's Fees

- a. The Contract shall be governed by and construed in accordance with the laws of the Philippines.
- b. In case any dispute arises in connection with these Terms and Conditions, the Parties shall promptly meet and exert best efforts towards an amicable settlement of the dispute in good faith. In the event such dispute is not resolved amicably within a period of thirty (30) days from the date of its occurrence, the same may be resolved through legal action.
- c. In the event of suit, venue shall exclusively be in Makati City, Metro Manila. In the event that either party is compelled to seek judicial relief against the other party in order to enforce any or all of its rights under these Terms and Conditions, the erring party, as determined by the proper court, shall, in addition to any other damages that may be awarded by the court, hereby agrees to pay an amount equivalent to twenty-five percent (25%) of the amount claimed by the aggrieved party but shall in no case be less than Fifty Thousand Pesos (P50,000.00), as and by way of attorney's fees, apart from the costs of litigation and other expenses which the law allows the aggrieved party to recover from the erring party.

ANNEX A – DATA PRIVACY POLICY

Whenever applicable, in performing its obligations under this Document, PLDT Inc. as a third party data processor 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. PLDT Inc., its officers, employees, and representatives undertake to:

- a. Process personal data under the instructions stated in this Document as agreed upon by the Customer and PLDT Inc. including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;
- b. Implement required measures and systems that will enable data subjects or subscribers to reasonably exercise their rights under the Data Privacy Act of 2012;
- c. Maintain proper records, and provide the Customer the necessary access to such records, to the extent which will allow the Customer to comply with the reasonable exercise by data subjects or subscribers of their right to access under the Data Privacy Act of 2012;
- d. Determine the appropriate level of security measures considering that of the Customer, 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;
- e. Implement required security measures for data protection, including policies for evaluation, monitoring, and review of operations and security risks. 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;
- f. 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;
- g. 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;
- h. Ensure to the extent that it is necessary and reasonable, that its employees, agents, and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality;
- i. Not engage another processor without prior instruction from the Customer: 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;
- j. Notify the Customer as soon as it is reasonable to do so under the circumstances, to enable it 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 PLDT INC., the Customer, 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;
- k. Promptly notify the Customer if, in its opinion, any instructions of the Customer 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;
- l. Reasonably assist the Customer 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 PLDT INC.
- m. At the choice of the Customer, delete 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 existing copies unless storage is authorized by the Data Privacy Act of 2012 or another law;
- n. Make available to the Customer the information necessary to reasonably demonstrate, under the circumstances, 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 Customer or another auditor as agreed upon by the parties, to the extent necessary for compliance with the Data Privacy Act of 2012; and
- o. Include the foregoing in the privacy and security policy of PLDT INC. (<http://www.pldt.com/privacy-policy>).

CONFORME:

| | |
|--|--|
| I/We agree to subscribe to PLDT's Enterprise Broadband Service and agree to be bound to PLDT's Terms and Conditions as stated above. | |
| Company Name By: <hr/> Customer Name Position Date: | Witness: <hr/> Relationship Manager Name Relationship Manager |