

# Thank you for choosing PLDT Home

eSAF4.9.13 REV 06/19/2021  
FOR RESIDENTIAL USE

CAF Identifier:

Start your journey with us and experience the strongest connections at home.

## We'd like to get to know You...

First name	Middle name here	Last name here
Mother's first name	Mother's middle name here	Mother's last name here
Birthday (MM/DD/YYYY)	ID Provided	ID Number
House # Block Lot Unit # Unit Type	Floor Building/Apartment	Postal Code (4 digits) Nearest Landmark Subdivision/Village
Province	City	Barangay Street Name Street Type

## Let's keep In Touch... Your e-mail below should be used when you enroll and log-in to myHOME (www.pldt.com.ph) so you can easily manage your account online.

Mobile Number(start with 09)	Office Number(10 digits max)	Home Number (10 digits)	Email Address
Contact's First Name	Contact's Middle Name	Contact's Last Name	Relationship with you Contact's phone number

☐ By providing the information above, I certify that I have secured the permission of my secondary contact person to receive calls for installation activities, bill reminder, service repairs on my behalf  
Should there be an update in my secondary contact person details, I can visit PLDT website (<https://mypldthome.com>) or call 171 hotline.

### How would you like to receive your Bill?

#### Bill Delivery Agreement

**YOUR ACCOUNT WILL BE AUTOMATICALLY ENROLLED IN PAPERLESS BILLING AT THE EMAIL ADDRESS YOU PROVIDED.**

I acknowledge that PLDT shall send me my Bill three (3) calendar days after the Bill Date via electronic mail (email) through the email address I specified in this form. PLDT is deemed to have validly sent the Bill, and the Bill shall be deemed received at the email address I provided PLDT I agree to hold PLDT free and harmless from any liability for my failure to receive the Bill despite it being sent to my email address

By agreeing to receive my Bill via email, I understand that I will no longer receive a printed copy of my Bill

☐ I want to receive a printed copy of my Bill for free.

### Would you like us to publish your Name and Number?

☐ YES

I authorize PLDT to publish my name, address and telephone number in the Directory Listing (White Pages). I warrant that the information I provided for publishing is accurate and up-to-date, and may be used to reach or access me

☐ NO

I do not allow PLDT to publish my name, address and telephone number in the Directory listing (White Pages)

## Tell us about the Plan You Want...

Our representative would gladly fill this out for you.


Voice (Landline/Telephone) Service	Data (Broadband/Internet)	For Switcher Applications	WITH SOA	THE SUBSCRIBER HAS PREVIOUS BALANCE
Modem Fee+ Installation Fee	Service For New Connects	Competitor Name	SoA Date	Competitor's Reference
Speed	Volume Allowance		MM/DD/YYYY	
Promo, if applicable	Service for Upgrade/Migration	Value Added Service Selection		
MIN	Signal Plans	Payment Type		
	NDD Access	YES <input type="checkbox"/> NO <input type="checkbox"/>		

## For PLDT Home Use only

Account No. (start with 0)	Agent Code	Telephone No.	Solicited By/Date	SO No/SRN No.	Clarity ID	Encoded By/Date
<div>Sales Event Code</div> <div>I hereby certify that all information given here had been verified true and correct.</div> <div>Wireless Centre</div> <div>PLDT Rep/Sales Agent (Signature over printed name)</div>						

CUSTOMER APPLICATION FORM

front

	CUSTOMER'S NAME	PLDT	FORM NAME	PLD 3A CUSTOMER APPLICATION FORM	SIZE	13 X 8.5
APPROVED BY: SIGNATURE OVER PRINTED NAME DATE:	RFLCODE	16164 PLDT PLD3A MCAG R7	PRINTING COLOR	<input checked="" type="checkbox"/> Black <input type="checkbox"/> Red		
<input type="checkbox"/> REVISION <input type="checkbox"/> APPROVED FOR PRINTING	NOTE: THIS COLOR PROOF IS A DESKTOP PRINTOUT A DEGREE OF DEVIATION IN THE COLORS PRESENTED HEREIN IS EXPECTED IN THE ACTUAL PRODUCTION RUN DUE TO DIFFERENCES IN CHEMICAL COMPOSITION AND PROPERTIES OF THE SUBSTRATE AND INKS OF THE PRINTING PROCESS. UPON APPROVAL, THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY GRAMMATICAL, TEXTUAL, SPELLING, TYPOGRAPHICAL AND OTHER ERRORS FOUND DURING PRE AND POST PRODUCTION. OTHER ERRORS SHALL INCLUDE: PIXELATED IMAGES, LOW-RESOLUTION IMAGES, WRONG PAGINATION, AND ERRONEOUS LAYOUTING, AMONG OTHERS. THE COMPANY SHALL ON A BEST EFFORTS BASIS ENDEAVOR TO INFORM THE CLIENT OF AND CORRECT ALL SUCH ERRORS IN THE COURSE OF THE PRODUCTION PROCESS					

Numbering we presented on the layout is just a visual representation of Numbering position, actual numbering font style, size and spacing might vary subject to availability of the depth.



Your data will help us continuously *Serve You better..*

### Subscriber Declaration

#### My signature below signifies that:

All information that I have stated in this application, including all supporting documents that I have submitted, are true and correct. I have voluntarily provided this information and supporting documents to PLDT's assignees and successors-in-interest to facilitate the processing and evaluation of my application for service subscription; and  
I acknowledge and consent to how PLDT collects, uses, and shares my personal data.

- I acknowledge that PLDT will require the validation of my identity and my credit history in order to evaluate my application for service subscription. I therefore authorize the following:
  - For PLDT to obtain relevant information about myself and my credit information from my declared employer or business, and from the banks, credit card companies, and other financial institutions and service providers with whom I have existing accounts with, as evidenced by the supporting documents I have submitted together with my application;
  - For PLDT to obtain from my declared employer or business, and from the banks, credit card companies, and other financial institutions and service providers, which I have identified and authorized to release, my information as may be necessary for the evaluation of my application, and for PLDT to verify relevant information concerning myself or my subscription with them; and
  - For PLDT, and third-party business partners authorized by PLDT, to compute my credit score using the relevant information that has been obtained about myself and my credit information. I acknowledge that my credit score shall be used solely to evaluate my application for service subscription
- I acknowledge that PLDT may temporarily park my service application in cases when
  - My preferred service is currently unavailable. I understand that I may choose to wait up to a maximum of 180 days for my preferred service to become available. If, after the prescribed 180 days, my preferred service is still unavailable, my service application shall automatically be cancelled, unless I update my application and avail a different service type;
  - PLDT requires additional supporting documents to be submitted. I understand that my service application shall not be processed until these supporting documents are submitted by me. If I am unable to submit these additional documents within 30 days, my service application shall automatically be cancelled; and
  - I have unpaid balances due to PLDT. I understand that my service application shall not be processed until I have settled all unpaid balances. If I am unable to settle payment for these unpaid balances within 30 days, my service application shall automatically be cancelled
  - I acknowledge that PLDT may contact me for updates or reminders within the 180 days that my service application is temporarily parked. I also acknowledge that PLDT may use my parked service application for further analysis within the same 180-day period, solely for PLDT to plan for future growth, increase its areas of serviceability, and improve its installation services
- I agree to complete my personal profile on the welcome email that PLDT will send me once my service has been activated. I understand that I need to accomplish and submit it within thirty (30) days upon receipt of the email
- I acknowledge that there are some instances where PLDT may be required to disclose my personal data as part of its regular business operations and for the provision of its products and services. I understand that my personal data may be disclosed to:
  - PLDT's service providers, contractors, and professional advisers who help PLDT provide its products and services. This includes partner companies, organizations, or agencies, and their sub-contractors. For example: PLDT couriers for bill delivery and customer contact centers providing pre- and post-sales hotline operations;
  - PLDT's subsidiaries and affiliates with whom I have also signed-up with. I understand that this is done only for the improvement of their business and operations; For example: PLDT may share information related to my use of its products and services with its subsidiaries and affiliates so that they can create new offers that bundle their products and services into a single subscription for my benefit;
  - other companies to whom I may have also given consent my consent for PLDT to share my information with. For example, when I sign-up for products and services offered by other companies, they may request for information from PLDT in order for them to validate your identity; and
  - D law enforcement and government agencies, but only when required by laws and regulations and other lawful orders and processes.

I acknowledge that a complete list of these third-parties may be accessed by myself through <http://www.pldt.com/privacy-policy#partners>.

- I acknowledge that PLDT processes and discloses my personal data to the Government, in cases when PLDT is required to do so for purposes such as
  - To assist public authorities. I understand that PLDT generates statistical insightsbased on my usage of its network and facilities to assist public authorities in planning for healthcare, disaster management, and other similar initiatives; and
  - To comply with legal requirements. I understand that PLDT runs credit scoring programs and initiatives, including but not limited to, providing information to the Credit Information Corporation in accordance to Republic Act No. 9501 and the Credit Information System Act. PLDT may also perform other required personal data processing or disclosure to meet other relevant legal and regulatory requirements.
- I acknowledge that PLDT shall process my personal data based on its legitimate interest to function effectively as a business, and that this is only done when my interests and fundamental rights or freedoms do not override its legitimate interest

- For the continuous improvement of PLDT's business and operations. For example, when PLDT analyzes my usage of its network and facilities to help them manage my account, provide customer care activities, investigate and resolve service-related requests and concerns that I may have, monitor the quality and security of its network, train its staff, and plan for future growth. I acknowledge that PLDT may also process my personal contact details and publish them in an internal directory listing, in order to effectively communicate with me and provide me with necessary assistance.
  - For the continuous improvement of PLDT's products and services. I acknowledge that PLDT may collect, use, process, and analyze my use of its products and services so that it can understand how to improve them for my benefit. PLDT's analysis may include some information about my usage, such as the volume and frequency of my use of its voice, and data services, and my historical locational information which it determines based on an analysis of the places where I may have used your products and services. I understand that this is done in order to generate insights on foot traffic, crowd density, and mobility patterns.
  - For PLDT to understand my needs and preferences so that it can serve me better. I acknowledge that PLDT shall process data to determine my usage profile by maintaining a record of the products and services that I avail, and by analyzing other activities such as when I participate in PLDT's market research initiatives, when I visit and transact in PLDT stores, and when I visit and use PLDT websites and mobile apps such as myPLDTSmart App. I understand that PLDT does so in order to gain a better insight of the kinds of offers that would be relevant to my preferences.
  - For PLDT to manage the security of its business operations. I understand that PLDT may process my personal data to conduct IT security operations, to manage its assets, to ensure my fair use of its products and services, and for business continuity, disaster recovery and audit purposes
- I consent to PLDT's processing of my personal data as I avail of its products and services so that PLDT may be able to create and offer better products and services for me, including through direct marketing. I understand that PLDT carries out the following processing activities based on my consent
    - To send me offers, recommendations and promotions. I consent to PLDT's processing of my usage profile to send me customized offers and promotions through my contact details using channels such as SMS, voice calls, and e-mail. This includes location-based offers that are exclusively available in areas that I may frequent
    - To conduct online marketing. I consent to PLDT's use of information such as my mobile number, e-mail address, and browsing behavior, which PLDT collects through cookies and tags (when I visit PLDT's websites) in order to place advertisements about its latest products and promotions on some of the most popular social media platforms and websites that I may visit. I acknowledge that I may learn more about PLDT's Cookie Policy by visiting <https://pldthome.com/cookie-policy> for more details.
    - To elaborate my usage profile. I consent to PLDT's collection of personal information about me from third-party sources such as its subsidiaries, affiliates, and business partners, to whom I have also given my consent for them to share my information. I acknowledge that PLDT creates this enhanced usage profile about me solely to get a deeper understanding of my preferences so that I may receive even better targeted product recommendations, special offers, and promotions.

I acknowledge that I can choose to object to and withdraw my consent from any of these processes at any time through visiting <https://my.pldthome.com> and as well as adjusting my privacy settings

- I acknowledge that PLDT will keep all information pertaining to my account, including all personal data about myself, for as long as I continue to use PLDT's products and services, and for a maximum of twelve (12) years after termination. I agree that, in the event of payment default, PLDT will have the right to collect all unpaid balance/s of my account including applicable surcharges and late payment fees.

**9. There are additional ways that we may process your personal data. These are completely optional, and we commit only to proceed with activities that you specifically allow us to do (check all those that apply):**

- ☐ **Personal Profile**  
Create a personal profile about you. We analyze data about the websites and apps that you may visit and use and your locational information (historical and real-time location), to get a deeper understanding of your personal needs and interests. We create this personal profile about you so that we can send you even better targeted product recommendations, special offers, and promotions
- ☐ **Share Profile - Third Party**  
Share your usage and personal profile with our third-party business partners. This will allow our business partners to serve you better through their own products and services.
- ☐ **Promotions - Subsidiaries and Affiliates**  
Send you offers and promotions from our subsidiaries and affiliates. This will allow our sister companies and affiliates, for a complete list please visit <http://www.pldt.com/privacy-policy#subsidiaries> to send you information about their special offers and promotions through direct marketing channels such as SMS, voice calls, and e-mail.
- ☐ **Promotions - Third Party Business Partners**  
Send you advertisements from our third-party business partners. This will allow our business partners, for a complete list please visit <http://www.pldt.com/privacy-policy#partners> to send you information about their special offers and promotions through direct marketing channels such as SMS, voice calls, and e-mail.

### PLDT Group Credit Checking Declaration

- ☐ I authorize PLDT to obtain relevant information about myself and my credit information from PLDT's subsidiaries and affiliates for the validation of my credit history in order to evaluate my application for service subscription. I authorize the release of such information by these companies from which my information will be requested
- I acknowledge that a complete list of PLDT's subsidiaries and affiliates may be accessed by myself on <https://pldthome.com/privacypolicy>

### MVP Rewards Consent

- ☐ As a customer of PLDT, I am aware that I may earn points and rewards through MVP Rewards, which is a loyalty program owned and operated by MVP Rewards and Loyalty Solutions Incorporated ("MRSI"). My consent signifies that
- I allow PLDT to share my personal information (complete name, mobile number, email address, and date of birth) to MRSI so that my MVP Rewards membership may be processed; I acknowledge that MRSI shall contact me by text or email to send me a link where I can complete my registration; and I may exercise my privacy rights, such as my right to withdraw my membership from MVP Rewards, by contacting MRSI through [ask@mvp Rewards.com.ph](mailto:ask@mvp Rewards.com.ph) or by accessing <https://www.mvp Rewards.ph/dataprivacy>

I confirm that I have read, understood and agree to the provisions stated in the Subscriber Declaration section of this form

I also confirm that I have read, understood and agree to the (i) PLDT Terms and Conditions and Privacy Policy found on PLDT's website at [www.pldthome.com/termsandconditions](http://www.pldthome.com/termsandconditions) or in the PLDT Terms & Conditions and Privacy Policy presented to and/or discussed with me by a PLDT representative during my service application and attached hereto, including any amendments thereto (the "Terms & Conditions"), concerning my subscriptions to PLDT HOME PLANS, as well as Value Added Services identified in the "Tell us about the Plan you want." section of this form and (ii) specific terms and conditions of applicable promos found at [www.pldthome.com/termsandconditions](http://www.pldthome.com/termsandconditions) or in the specific terms and conditions of applicable promos presented to and/or discussed with me by a PLDT representative during my service application and attached hereto

Customer's signature over printed name

Click the below buttons to Validate/submit application

Date signed (MM/DD/YYYY)

Submit button is for PLDT Home Use only. Please send this form to your agent in charge.

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		CUSTOMER'S NAME		PLDT		FORM NAME		PLD 3A CUSTOMER APPLICATION FORM		SIZE		13 X 8.5	
		RFLCODE		16164 PLDT PLD3A MCAG R7		PRINTING COLOR		<input checked="" type="checkbox"/> Black <input checked="" type="checkbox"/> Red					
<b>APPROVED BY:</b>		<input type="checkbox"/> REVISION		<small>NOTE: THIS COLOR PROOF IS A DESKTOP PRINTOUT. A DEGREE OF DEVIATION IN THE COLORS PRESENTED HEREIN IS EXPECTED IN THE ACTUAL PRODUCTION RUN DUE TO DIFFERENCES IN CHEMICAL COMPOSITION AND PROPERTIES OF THE SUBSTRATE AND INKS OF THE PRINTING PROCESS. UPON APPROVAL, THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY GRAMMATICAL, TEXTUAL, SPELLING, TYPOGRAPHICAL AND OTHER ERRORS FOUND DURING PRE AND POST PRODUCTION. OTHER ERRORS SHALL INCLUDE: PIXELATED IMAGES, LOW-RESOLUTION IMAGES, WRONG PAGINATION, AND ERRONEOUS LAYOUTING. AMONG OTHERS, THE COMPANY SHALL ON A BEST EFFORTS BASIS ENDEAVOR TO INFORM THE CLIENT OF AND CORRECT ALL SUCH ERRORS IN THE COURSE OF THE PRODUCTION PROCESS</small>									
<b>DATE:</b> <small>SIGNATURE OVER PRINTED NAME</small>		<input type="checkbox"/> APPROVED FDR PRINTING											

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## SUBSCRIPTION CONTRACT

### PLDT HOME PLAN SERVICES

#### 1. LANDLINE SERVICE, if applicable:

#### 2. \*PLDT HOME PLAN:

#### 2.1 SPEED: (Up to)

#### 2.2 VOLUME ALLOWANCE, if applicable:

#### 2.3 ACTIVATION FEE/S + INSTALLATION FEE, if applicable:

	One-time payment
	Installation

#### 2.4 LOCK-IN PERIOD:

Note: To begin on the **date of activation**

	With Lock-in	Lock in period:
	No Lock-In	

\*I understand and agree that there may be a corresponding minimum speed and volume allocation for my PLDT Home Plan as indicated in Item No. 2.2; and upon reaching the optimum monthly volume allocation for the account, I have the option to purchase additional monthly volume allowance via [www.pldthome.com](http://www.pldthome.com).

#### 2.5 PROMO, if applicable:

I understand and agree that I am entitled to the following promo items (the "Promo Inclusions") discussed with me as follows:

#### 2.5.1 PROMO INCLUSIONS, if applicable:

I understand and agree that my PLDT Home landline and broadband plan (the "PLDT Home Plan/s") is effective for the minimum lock-in period indicated in item no. 2.4 and subject to the lock-in period/s of the relevant additional subscription/s (the "Add-on") whether for devices (devices include, but are not limited to, security, entertainment, network, and smart home devices) and/or services (services include, but are not limited to, entertainment, security, productivity, insurance, and mobile apps), Pay TV subscription and/or Video On-Demand (VOD) subscription, and promos availed of, if any, that may require longer lock-in periods. In such case, the lock-in period (the "Minimum Term") shall be the longest from among the applicable lock-in periods of the PLDT Home Plan and Add-on subscriptions.

#### 3. UPGRADES AND ADD-ONS, if applicable:

I understand and agree that upgrading to a higher value PLDT Home Plan or applying for Add-on subscription is subject to credit validation. Upgrading to PLDT Home Plans may restart the computation of the Minimum Term. I understand that standard activation fees shall be applied for Pay TV subscription whether as Add-on or bundled with my PLDT Home Plan.

Plan Upgrade	
PLDT Home Plan	
Speed (up to)	
Monthly Service Fee	
Lock-In Period, if applicable	
Installation + activation fees, if any	

I understand and agree that my application for any Add-on subscription will be billed above my PLDT Home Plan and is valid only if bundled with a PLDT Home Plan.

Add-on (1)	
Pay TV/VOD/Device	
Monthly Service Fee	
Lock-In Period	
Warranty (PLDT /Manufacturer)	

Add-on (2)	
Pay TV/VOD/Device	
Monthly Service Fee	

Lock-In Period	
Warranty	

Add-on (3)	
Pay TV/VOD/Device	
Monthly Service Fee	
Lock-In Period	
Warranty	

I understand that a one-time payment of the full cost of all Add-on subscriptions and other applicable fees included are required if I avail of a no-lock in plan.

### DOWNGRADES

I understand that when downgrading to a lower value PLDT Home Plan and/or Add-on subscription, the applicable fees and charges for such lower value PLDT Home Plan and/or Add-on subscription shall apply. Such downgrading may restart the computation of the Minimum Term based on the longest applicable lock-in period of any of the downgrade inclusions.

Downgrade Fees		
Item	Within Minimum Term	Beyond or No Minimum Term
PLDT Home Plan	PHP 500 + re-lock in of term (if applicable) + <sup>1</sup> PHP 2,500 STB (if applicable) + remaining depreciated cost of bundled device/s (if applicable) + outstanding balance (if any)	PHP 500 + re-lock in of term (if applicable) + PHP 2,500 STB (if applicable) + outstanding balance (if any)
Add-on Device	<sup>2</sup> Monthly Service Fee ("MSF") of device X remaining number of months in term	N/A
<sup>1</sup> Add-on Pay TV	PHP 500	N/A
<sup>3</sup> Add-on VOD	N/A	N/A
Landline Only Service	N/A	N/A

<sup>1</sup> Failure of subscriber to surrender all PLDT Home plan bundled set-up box (STB) in any PLDT Sales and Services Center (SSC) upon disconnection order shall result to the payment of applicable charges for the device not surrendered.

<sup>2</sup> Add-on Device fees stated above shall apply to all devices except for TVolution Roku which will be charged full cost of the 1\* Roku device.

<sup>3</sup> Video on Demand (VOD) subscription downgrade shall follow the VOD subscription provider's downgrade terms.

### TERMINATION

Upon termination of my PLDT Home Plan and/or Add-on subscriptions, the following applicable fees and charges shall be applied:

Disconnection Fees		
Item	Within Minimum Term	Beyond or No Minimum Term
PLDT Home Plan	MSF X 3 of current plan + <sup>1</sup> PHP 2,500 STB (if applicable) + remaining depreciated cost of bundled device/s (if applicable) + outstanding balance (if any)	PHP 2,500 STB (if applicable) + outstanding balance (if any)
Add-on Device	<sup>2</sup> MSF of device X remaining number of months in term + outstanding balance (if any)	N/A
<sup>1</sup> Add-on Pay TV	Current Pay TV plan X 3 + PHP 2,500 STB X no. of STBs	PHP 2,500 STB X no. of STBs (if applicable)
<sup>3</sup> Add-on VOD	N/A	N/A
Landline Only Service	MSF X 3 of current plan	N/A

<sup>1</sup> Failure of subscriber to surrender all PLDT Home plan bundled set-up box (STB) in any PLDT Sales and Services Center (SSC) upon disconnection order shall result to the payment of applicable charges for the device not surrendered.

<sup>2</sup> Add-on Device fees stated above shall apply to all devices except for TVolution Roku which will be charged full cost of the 1\* Roku device.

<sup>3</sup> VOD subscription termination shall follow the VOD subscription provider's termination terms.

I further understand that these charges do not foreclose or bar the right of PLDT to resort to other remedies available to it under this Subscription Contract, in law and in equity, including but not limited to remedies granted under Article 315 Swindling (Estafa) of the Revised Penal Code, as applicable.

### RELOCATION

I understand and agree that upon request for relocation, a one-time relocation fee shall apply on top of my PLDT Home Plan bill. I understand that in case there is no available Fibr connection in my relocated area, PLDT shall waive the downgrade fee applicable to downgrading from a Fibr plan to non-Fibr plan. I understand that in case there is no PLDT Home service that is available in my relocated area, PLDT shall waive the applicable pre-termination fee upon the disconnection or termination of the PLDT Home service.

### TERMS AND CONDITIONS FOR SWITCH AVALIERS

In addition to all applicable terms and conditions, I understand and agree that:

When applicable, the PLDT Home switch offer ("Switch Offer") is available only to current subscribers of broadband services of other telecommunications providers. The service will be fulfilled upon receipt of the required documents to avail of the offer and upon the requisite approval thereof.

Should I miss one (1) payment on my first three (3) months of subscription, the Switch Offer will automatically be forfeited and consequently, my Switch Offer plan shall revert to the regular plan with its default speed and full rate.

Should my Switch Offer plan get disconnected due to non-payment while I am enjoying the Switch Offer, I understand that I will no longer be able to continue enjoying the availed offer even after I am able to settle my outstanding balance and my subscription is reconnected.

#### **RENEWAL OF SUBSCRIPTION**

My PLDT Home Plan may be renewed under a retention plan offered by PLDT. I understand and agree that if I avail of a retention plan or any upgrade offer, the applicable lock-in period shall apply. Unless otherwise provided by an authority or order by the National Telecommunications Commission, PLDT reserves the right to change the PLDT Home Plan's inclusions or features, with notice to the subscriber.

Upon the expiration of the initial Minimum Term, I shall be billed continuously of applicable MSF upon my continued use of my PLDT Home Plan.

#### **OWNERSHIP, SERVICING AND RECOVERY**

I understand and agree that:

All devices (devices include, but are not limited to, modem, router, mesh router, SIM, etc.) are owned by PLDT except as otherwise provided herein.

Should the PLDT-owned devices be defective or destroyed without my fault or negligence, upon my request, PLDT shall replace such devices at no additional cost. However, should the devices become defective or destroyed due to my fault or negligence, I shall be obliged to pay PLDT the total device cost of the damaged device/s before PLDT provides a replacement.

For no lock-in plans, devices are deemed subscriber-owned. Should the device/s be defective or destroyed without my fault or negligence within the warranty period, PLDT shall replace the defective device/s at no additional cost upon my request. However, I am obliged to pay for the cost of the device/s if the replacement is made beyond the warranty period.

PLDT shall not be liable for any damage to, or loss of, the devices due to *force majeure* including, but not limited to, acts of God such as earthquakes, tsunami, lightning, and acts of government authority, war, national emergency, accident, or riot, among others.

PLDT has the option to recover PLDT-owned devices upon the occurrence of any of the following:

- 1) Disconnection due to non-payment (within or beyond the lock-in period);
- 2) Voluntary disconnection;
- 3) Change of PLDT Home Plan where there is a change in devices;
- 4) PLDT Home Plan downgrades to landline service only;
- 5) Relocation to a non-Fibr area;
- 6) Relocation to an area that cannot support the speed of the PLDT Home Plan being applied for; or
- 7) Other instances that may require recovery of the device/s.

Should any physical damage or defect be seen or found on the devices during recovery, I shall be held liable for such and be charged with the corresponding cost of the devices. PLDT shall charge me with the cost of the device that is not recovered through succeeding Statements of Account until fully settled in line with PLDT's collection process.

Recovery of devices will not apply to no lock-in plan/s and to subscriber-owned devices.

#### **ADDITIONAL TERMS AND CONDITIONS**

I understand and agree that:

1. My application for any of the PLDT Home Plan/s shall be subject to the availability of PLDT facilities in my given address. In case there are no available PLDT facilities in my area, PLDT shall not be liable in any way for its inability to install the services applied for. In such event, this Subscription Contract shall be rendered invalid and without force and effect.
2. I shall be responsible for installing the in-house wiring necessary for the services applied for herein. In case the in-house wiring at my given address is not suitable or available for the services applied for, I understand that I cannot hold PLDT liable for damages resulting from any delay or inability to install the services requested.
3. The PLDT Home Plan/s are not in any way an inducement for me to terminate my current subscription/s with other service provider/s. Should my decision to avail of the PLDT Home Plan/s result in the termination of existing subscription/s with other service provider/s, I shall be solely liable for the payment of any pre-termination fees and/or other charges that may be imposed by such other service provider/s, if any.
4. For PLDT Home Plan/s with Add-on or bundled Pay TV, I shall refer to the terms and conditions of the Pay TV subscription provider, Signal, provided for in <https://signal.tv/article/219/terms-and-conditions>.
5. For Add-on or bundled VOD, I shall refer and agree to the applicable terms and conditions of the Add-on or VOD subscription/ subscription provider and I further authorize PLDT to charge me with the applicable subscription fee for such Add-on or bundled VOD.

6. For Switch Offer, I shall refer and agree to the applicable terms and conditions of the applicable offer availed of. The applicable terms and conditions of the Switch Offer are found at [www.pldthome.com/switch](http://www.pldthome.com/switch).
7. PLDT reserves the right to suspend or terminate this subscription contract or any part hereof immediately upon notice from a competent authority that the subscribed service is being used in violation of the Anti-Child Pornography Act, as amended or any law. I agree that no refund shall be given in case of termination due to violation of this provision.

By affixing my signature on the space provided below, I (the "Subscriber") confirm that I have read, understood, and agreed to the (i) terms and conditions of this Subscription Contract, concerning my subscription to the PLDT Home Plan; (ii) PLDT Terms & Conditions found at [www.pldthome.com/termsandconditions](http://www.pldthome.com/termsandconditions) or the attached PLDT Terms & Conditions, if a landline-only subscriber, including any amendments thereof (the "Terms & Conditions"), concerning my subscription to the PLDT Home Plan, as well as to the separate terms and conditions for the Add-on subscriptions, if applicable; and (iii) specific terms and conditions of applicable promos found at [www.pldthome.com/termsandconditions](http://www.pldthome.com/termsandconditions) or the attached specific terms and conditions of applicable promos, if a landline-only subscriber.

**With my conformity:**

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SUBSCRIBER'S SIGNATURE OVER PRINTED NAME

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DATE

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CUSTOMER APPLICATION FORM NO.

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PLDT REPRESENTATIVE SIGNATURE OVER PRINTED NAME



**Terms and Conditions**

**RESIDENTIAL DIRECT-TO-HOME SERVICE AGREEMENT**

1. The Agreement. This Residential Direct-to-Home Subscriber Service Agreement (hereinafter referred to as "Agreement"), together with any applicable agreement such as, but not limited to the Lock-in Agreement and Outlet Agreement for postpaid plans, sets forth the terms and conditions under which Cignal TV, Inc., (hereinafter referred to as "Service Provider") will provide its Services to an approved and activated residential subscriber (hereinafter referred to as "Subscriber") and defines the rights and obligations of the parties. This Agreement shall take effect immediately upon activation of the Service subject to the details written on the reverse side hereof. If any of the provisions in this Agreement are declared void, illegal or unenforceable by order of a court of competent jurisdiction, then the provisions that remain valid shall be enforced and remain in full force and effect. Service Provider being unable to strictly enforce one or any of the provisions of this Agreement shall not be construed as a waiver of the provision(s) concerned. For the avoidance of doubt, any waiver by Service Provider of any provision of this Agreement shall only be valid if made in writing by an authorized representative of Service Provider.

2. Services. "Services" shall mean all video, audio, data and other programming services and all other services that are currently available from Service Provider (whether subscription, pay-per-view or otherwise) and those that Service Provider may provide to its subscribers in the future. Services and other value-added services that may be provided in the future shall be subject to the terms and conditions for the Availment of such services as provided under a separate agreement. Except as provided in this Agreement, all rights, title and interest in and to the Service, including but not limited to the titles, names, logos or material included therein, shall remain vested in Service Provider or its content providers. Subscriber agrees that the Service Provider may assign its rights to the Service to any entity without the prior written consent of Subscriber. The Agreement and the rights and obligations of the parties hereunder shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors-in-interest and in Subscriber's case his/her/its permitted assigns.

3. Changes in Services Offered. Service Provider reserves the right to add, delete, rearrange and/or change the channel programming, programming packages, rationalize channel line-up and other Services offered by Service Provider, at any time, including without limitation during any minimum subscription period or term commitment to which Subscriber has agreed to. Subscriber agrees that any notice required with respect to any change in programming, packages, channel line-up and other Services offered by Service Provider may be made in a newspaper of general circulation, as well as other means via mass media available to the Service Provider, and Subscriber waives its rights to receive any such notice individually or by any other means. In such event, the changes effected by Service Provider shall not be considered a violation of this Agreement and Service Provider shall have no obligation to replace or supplement such channel programming, programming packages or other Services. Subscriber shall not be entitled to any refund because of a deletion, rearrangement or change of any programming, programming packages or other Services. Certain services, sporting events and broadcast network Services, may be blacked out in Subscriber's viewing area or certain programs, content or portions thereof may be blacked-out in compliance with legal and/or contractual obligations of the Service Provider. If Subscriber circumvents or attempts to circumvent any of these blackouts, Subscriber may be subject to legal action in addition to any other remedies Service Provider may have.

4. Equipment. In order to receive the Services, Subscriber must purchase or lease, whenever applicable, certain reception equipment consisting primarily of a Service Provider compatible satellite receiver or set-top box, a Service Provider-approved conditional access card ("Smart Card"), remote control, satellite antenna or dish, low noise block (LNB) converter (collectively, the "Equipment"). Service Provider may provide to Subscriber a standard length of cabling determined by Service Provider and such other ancillary devices and accessories as part of the Equipment. Set-top boxes and Smart Cards contain components and software that are proprietary to Service Provider and/or its licensors (collectively "Embedded Software and Smart Card Software"). Subscriber agrees that he will not and will not attempt nor cause or allow any person to reverse-engineer, decompile or disassemble, tamper with or modify, any software or hardware contained within any set-top box or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of Services and/or legal action. For the avoidance of doubt, the supply by the Service Provider of the Set-top boxes does not include transfer of ownership over the Set-top box Embedded Software and Viewing Card (Smart Card) Software, the ownership over which remains with the Service Provider and/or its licensor for the said items. Subscriber shall use the Equipment strictly for the purpose of receiving Services and in accordance with terms of this Agreement, other guidelines of the Service Provider and any accompanying operating manual or directions for such Equipment by its manufacturer. Prolonged non-use of the set-top box may adversely affect the ability of such set-top box to properly receive signal for the service.

5. Additional Receivers. Service Provider may choose to allow Subscriber to place additional receivers or set-top boxes to a single subscription account. If Service Provider allows Subscriber to do so, each additional receiver or set-top box will be authorized to receive the same Service as the initial set-top box, subject to the limitations of Subscriber's television equipment. All such additional set-top boxes must be located at the same registered residence of the Subscriber. If Subscriber wishes to receive Services at different residential locations or desires to have a programming package for his additional set-top box different from that in his initial set-top box, Subscriber must open a separate account for each location or set-top box unless otherwise specifically authorized in writing by Service Provider. Subscriber shall then be treated as having multiple subscriptions and will be charged accordingly unless the Service Provider provides for a separate scheme. Subscriber shall purchase or lease additional set top box(es), Smart Cards, remote controls and the appropriate length of cable for each additional set-top box.

6. Minimum Subscription Period. Service Provider reserves the right to impose a minimum subscription period for the Service from date of activation. Should Subscriber fail to complete the minimum subscription period or choose to terminate or cancel the subscription prior to the end of the minimum subscription period, Service Provider may charge Subscriber a pre-termination fee imposed by way of penalty in addition to forfeiture of any Service Deposits made. Unless otherwise specified by Service Provider in a separate agreement, Subscriber shall pay the pre-termination fee as prescribed by the Service Provider at the time this Agreement is entered into between the parties

7. Subscription Fees and Other Charges. Subscriber agrees to pay to Service Provider subscription fees, outlet fees (for any Service Provider leased Equipment), and other charges, as well as all applicable taxes, in accordance with the selected payment plan in the Residential Subscriber Application Form. Service Provider reserves the right to increase the subscription fee, outlet fees, and other charges and to impose new or additional charges other than those indicated in the said form. a. Installation Fees. Subscriber shall pay, in addition to the subscription fees outlet fees, and other charges, an installation fee that would cover the truck roll, labor, physical installation of the Equipment and other necessary equipment in Subscriber's premises that would enable subscriber to receive the Service. Service Provider reserves the right to charge installation fees to Subscriber upon reconnection of Service, regardless of reason for disconnection. b. Excess Cable. There shall be additional charges for materials and labor for installation in excess of the standard length of cable provided by Service Provider, as determined by Service Provider, from the dish to the location where the set-top box will be installed in Subscriber's residence. c. Additional Equipment. Subscriber shall be responsible for purchasing any additional equipment needed to receive the Service. These should be acquired by Subscriber prior to the installation of the Equipment. d. Outlet fees (as the term is defined in the Outlet Agreement) and Other Charges. Service Provider reserves the right to charge monthly fees for the continued use of any Service Provider leased Equipment (which may include but not be limited to the set-top box), security deposits, fees for other services and Subscriber-initiated requests including, but not limited to, value-added services, disconnection, reconnection or transfer of the Set-top box within the Subscriber's premises; installation, disconnection, reconnection and/or transfer of additional set-top box; replacement of Equipment beyond the warranty coverage, re-

alignment of dish, delivery of repaired and/or replacement equipment; repairs and other similar services; and package upgrades and downgrades.

8. Late Payment Charges. Service Provider reserves the right to impose a late payment charge on unpaid amounts as Service Provider determines in its sole discretion. Service Provider may 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 half percent (1.5%) per month, until the date of full payment.

9. Surcharges. Service Provider further reserves the right to add to Subscriber's overdue accounts a surcharge equivalent to the actual costs incurred by the Service Provider to answer for collection or attorney's fees if collection of said overdue account is endorsed to a collection agency or law firm.

10. Billing and Payment a. Billing. For Post-Paid accounts, Service Provider shall send (to Subscriber a Statement of Account (SOA) for billings of subscription fees, outlet fees, fees for other services, and other charges, at regular intervals and taking into consideration the chosen payment mode (i.e. monthly, quarterly, semi-annual or annual). SOAs may be delivered to Subscriber by courier, mail, electronic mail or such other mode agreed upon by the parties. B. Payment. Subscriber shall pay the subscription fees, charges and any balance on or before the due date indicated in the SOA. Notwithstanding the non-delivery or late delivery of any SOA, it shall be the responsibility of Subscriber to inquire from Service Provider the amount of his/her/its outstanding balance through Service Provider's Customer Helpdesk and effect immediate payment, without need of further demand, on or before the due date. C. Payment Centers. Payments may be made at Service Provider's offices, distributors, authorized payment centers and through duly accredited banks. Service Provider shall inform Subscriber from time to time of any changes or additions to its existing bill payment centers. Service Provider shall not be held liable for any payments made to parties other than these authorized bill payment centers. D. Change in Billing Address or other Customer Information. Subscriber shall inform Service Provider in writing of any changes in the Customer Information or Customer Address indicated in the reverse side of this form. Service Provider shall not be responsible for the consequences of Subscriber's inability to receive the Service and/or the SOA and to pay the account on time as a result of Subscriber's failure to timely notify Service Provider as required herein. For the avoidance of doubt, Service Provider shall not be bound by any change in Customer Information or Customer Address unless and until it receives notice in writing from Subscriber of said change. e. Non-Payment. Service Provider shall have the right to disconnect the Service if the Subscriber fails to pay in full his account after its due date. Such disconnection shall be without prejudice to any action available to Service Provider under the other provisions of this Agreement, under the law or in equity to recover all amounts payable to Service Provider and/or damages suffered by Service Provider as a result of or in connection with Subscriber's non-payment. F. Application of Payments. In the event payment made by the Subscriber is not sufficient to fully discharge its payables to the Service Provider pursuant to this Agreement, Service Provider shall apply such payment in the following order: (i) expenses for collection, including attorney's fees, (ii) penalty, (iii) interest, (iv) outlet fees, and (v) subscription fees. g. Bill Disputes. If Subscriber in good faith disputes any portion of the SOA, Subscriber shall submit to Service Provider, at least five (5) days prior to the relevant due date, written documentation identifying and substantiating the disputed amount and shall make full payment of the undisputed portion of the SOA within the due date. If Subscriber does not report a dispute within the said period, Subscriber shall be deemed to have irrevocably waived his/ dispute rights for that SOA and the SOA shall be deemed to be correct and final. Any disputed amount resolved in favor of Subscriber shall be adjusted and reflected in the SOA immediately after the resolution. Any disputed amount determined to be payable to Service Provider shall be due within seven (7) days of the resolution of the dispute. If Subscriber withholds the disputed amount, Subscriber's account shall be deemed to be past due and unpaid. In such event, Service Provider shall be entitled to pursue any and all legal remedies provided in this Agreement, including suspension or disconnection of service.

11. Non-Transferability. This Agreement and the Service may not be leased, assigned or transferred by Subscriber to a third party without the prior written consent of Service Provider. In the event Service Provider gives its consent, the original Subscriber shall furnish to Service Provider the conformity of the new Subscriber to the assignment or transfer, including an agreement to assume all fees and charges under the original account, if any. The assignment or transfer notwithstanding, all Equipment, cable, connections and other accessories, unless already paid for, shall remain the property of Service Provider and the new Subscriber shall have no property right or interest over the same but only the right to use as provided under this Agreement.

12. Installation and Transfer of Purchased or Leased Equipment. Subscriber shall not install, or transfer purchased or leased Equipment on his own. Subscriber hereby accepts full responsibility for any damages that may be caused to the Equipment by this action or for any service interruption and hereby accepts that this renders void any replacement warranty on the Equipment.

13. Leased Equipment. Leased Equipment (if any) as may be provided by Service Provider, installed at the premises of Subscriber, shall remain the property of Service Provider and shall not be transferred, moved or removed from the place of its initial installation. Subscriber shall take proper care of the leased Equipment and will not make any alterations or additions thereto. Subscriber shall be liable for any loss or damage to such leased Equipment installed and received in good order and condition. All leased Equipment shall be returned to Service Provider upon termination of this Agreement or as may be required by Service Provider.

14. Limited Warranty on Purchased Equipment. Set-top boxes purchased by Subscriber from Service Provider have a six-month warranty from the date of its activation in accordance with Service Provider's warranty policies. Except as expressly provided herein, Service Provider makes no warranty, either express or implied, regarding the Equipment or any other equipment or the Services furnished to Subscriber. All such warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, are hereby expressly disclaimed and excluded. Subscriber may access Service Provider's detailed and complete warranty policies in its website [www.cignal.tv](http://www.cignal.tv).

15. Access to Premises. Subscriber shall allow the duly authorized personnel, agents or representatives of Service Provider access to his premises for maintenance, inspection, quality assurance and technical audit purposes and to recover any leased Equipment or any equipment owned by Service Provider.

16. Prohibited Acts. The following shall constitute prohibited acts by Subscriber ("Prohibited Acts") whether performed by himself/herself/itself or in conjunction with others and shall be dealt with in accordance with the terms of this Agreement: a. Unauthorized lease, assignment or transfer of Service or leased Equipment; b. Repair or cause the repair of any set-top box or other Equipment by third party repair entities; c. Subscription fraud discovered after approval of application; d. Willful violation of the rules and regulations of Service Provider in relation to provision of the Service or of any government regulatory agency having jurisdiction; e. Use of the Service for any illegal or immoral purpose, or for any purpose other than that as described under this Agreement; f. Unauthorized reception of Service Provider's DTH signal including unauthorized copying recording, reproduction or rebroadcasting of any content of the Service; g. Unauthorized connection of accessories or devices to the Equipment; h. Receiving any portion of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of any portion of the Services; i. Modifying the Equipment to receive encrypted television programming without payment of required subscription; j. Reverse-engineering, decompiling or disassembling, tampering with or modifying (including any attempts thereof) the Equipment, or any software or hardware contained within any set-top box or Smart Card; k. Use of Smart card other than that issued by Service Provider for the specific set-top box; l. Removal of the Equipment from the Philippines or export and/or use of Equipment outside the Philippine territory; and m. Other similar acts. The commission of the above acts are strictly prohibited and may result in the immediate termination of this agreement, disconnection of the Services and/or legal action. Subscriber shall indemnify Service Provider for any and all damages, claims incurred or to be incurred by Service Provider as a result of or in connection with the commission of any of the Prohibited Acts.

17. Disconnection and Termination. Service Provider reserves the right to disconnect the Service received by Subscriber, without prior notice, in the following instances:a.Commission of any of the Prohibited Acts in Section 16 above;b.Violation of any of the material provisions of this Agreement; orc.Non-payment of account after due date.Upon the sole determination of Service Provider and after due notice, Service may likewise be disconnected or denied to a Subscriber with poor credit or paying history. Upon disconnection, the outstanding balance of Subscriber shall be deemed immediately due and demandable and must be paid immediately without need of further demand. Service Provider likewise reserves the right to terminate this Agreement and disconnect the Service received by Subscriber in the event that the Service Provider is prevented from rendering such Service for reasons and/or causes beyond the Service Provider's control, such as, but not limited to the imposition of restrictions by national and/or local government authorities, the imposition of restrictions and/or charges by a condominium corporation, village or homeowners' association, or similar entities/authorities in the location where the Service is rendered. In such instance, all leased Equipment shall be returned to Service Provider immediately without need for further demand. Any costs for the retrieval and/or removal of the leased Equipment shall be for the account of the subscriber.

18. Subscriber Initiated Disconnection. In cases where Subscriber voluntarily requests for disconnection of the Service, Subscriber shall provide written notice to Service Provider at least thirty (30) days prior to the intended date of disconnection. Service and monthly charges shall continue to apply until Service Provider has received the written notice of disconnection and made it effective. Voluntary termination shall not relieve the Subscriber of his obligation to pay Service Provider of fees and charges accrued or payable prior to the effective date of termination. Upon termination of this Agreement as provided for under this section, all leased Equipment shall be returned to Service Provider without need for further demand. Any costs for the retrieval and/or removal of the leased Equipment shall be for the account of the Subscriber.

19. Service Commitment on Signal Interruptions. The fees due to Service Provider shall continue to accrue without deductions even in case of service interruption except where such interruption is through no fault of the Subscriber. Service Provider does not warrant that an uninterrupted signal and/or clear reception will be available to Subscriber at all times. Subscriber shall hold Service Provider free and harmless from any and all liabilities as a result of such interruption of signal and/or unclear reception. However, Service Provider will exert its best efforts to deliver a continuous and clear signal to Subscriber in accordance with applicable technical standards required by the National Telecommunications Commission.

20. Intellectual Property. Subscriber hereby undertakes to uphold the intellectual property rights and interests of Service Provider and third parties and hereby commits to refrain from unauthorized taping, rebroadcasting, recording, duplicating or otherwise reproducing, in any manner, form, and for any purpose whatsoever, the programs, trademarks, logos, copyrights and services received by and passed to Subscriber under and by reason of this Agreement without prejudice to the right of Service Provider to recover damages and/or to file the necessary criminal action against violators. Subscriber shall indemnify and hold Service Provider free and harmless from any and all claims, losses, damages, costs or expenses incurred by reason of Subscriber's infringement of any intellectual property rights under this Section.

21. Restriction on Viewership. The Service is strictly provided and shall strictly be used solely for private viewing in Subscriber's private home indicated in the installation address on the reverse side of this Agreement. Subscriber agrees that the Services will not be viewed in areas open to the public, commercial establishments or other residential locations. Services shall not be used for business, commercial or industrial purposes. Services may not be re-broadcast or performed, and admission may not be charged for listening or viewing any Services. Subscriber shall hold Service Provider free and harmless from any and all liability arising from a violation of this condition. Further, if the Services are viewed in an area open to the public, a commercial establishment or other residential location, Service Provider may disconnect the Services and, in addition to all other applicable fees, Subscriber undertakes to pay Service Provider the difference between the price actually paid for the Services and the full applicable rate for such Services, regardless of whether Service Provider has the right to distribute the Services in such other location.

22. Limitation of Liability. Service Provider shall not assume any liability for any suits, actions and/or claims arising from interruptions or impairment of service and damage to property including but not limited to TV sets, video and audio equipment; house of Subscriber or third persons; and injury to persons or pets that may be caused by lightning, typhoon, earthquake, other natural calamities; electrical current fluctuations, accident, force majeure, fortuitous events, or circumstances beyond the control of Service Provider, DTH system problems arising from unauthorized cable connection or transfer, even if caused by Service Provider Equipment; works made by unauthorized technicians; and acts attributable to Subscriber, in the course of the delivery of Service to Subscriber. Notwithstanding anything contained herein to the contrary, any liability of Service Provider in connection with or arising from this Agreement shall be limited to an amount equivalent to one month's subscription fee under this Agreement. Service Provider shall not have any liability whatsoever for any special, indirect, incidental or consequential damages arising out of or relating to the Equipment or any other equipment, Service Provider's furnishing or failure to furnish any Services or equipment to Subscriber, or any fault, failure, deficiency or defect in Services or equipment furnished to Subscriber.Subscriber is responsible for imposing any programming or other content restrictions on himself, members of his family and household and guests as Subscriber deems appropriate. Service Provider shall not be liable to anyone due to, or based upon, any content (including without limitation, any inaccuracies, errors I, or omissions from such content): (i) contained in any of the Services furnished to you; or (ii) accessed using the Services or Equipment furnished to you.

23. Amendments. Service Provider reserves the right to amend, modify, change or supplement the terms and conditions to this Agreement as the Service may require. Service Provider shall advise Subscriber of any such changes or supplements with reasonable prior notice.

24. Venue of Action and Expenses of Litigation. The parties agree that the venue of all actions arising from this Agreement shall be the proper courts in Makati City, Metro Manila, to the exclusion of all other venues. In addition to any amounts due and collectible, Subscriber shall pay twenty five percent (25%) of such amount as damages and twenty five percent (25%) for attorney's fees and cost of suit.**OUTLET AGREEMENT FOR LEASE PLAN SUBSCRIBERS**This Outlet Agreement sets forth the terms and conditions for the use by Subscriber of the Service Provider's Equipment (as described in section 4 of the Residential Service Agreement Form) (each an "Outlet") solely in connection with the Service Provider's DTH Service for residential subscribers under a Lease plan as availed of by Subscriber under the Direct To Home Service Agreement (the "Agreement"). The terms and conditions of the DTH Service are contained in the Residential Direct to Home (DTH) Service Agreement between the Subscriber and the Service Provider ("Agreement") is incorporated herein by reference. In case of conflict between the terms of the Agreement and this Outlet Agreement with respect to the Outlet, including its use, replacement, termination and warranty, the terms of this Outlet Agreement shall prevail.It is hereby understood that the term "Outlet" used under this Outlet Agreement includes the conditional-access card (Smart Card) supplied by the Service Provider.

1. Installation of the Outlet and activation of the DTH Service ("Service") for the Outlet shall be conclusive presumption that the Subscriber has accepted the Outlet and that such Outlet is in good working condition, unless Subscriber serves Service Provider written notice within five (5) days from installation thereof specifying any defect in the Outlet.

2. All accessories supplied by Service Provider together with the Outlet, namely the satellite dish, LNB (low noise block), connectors, remote control, cabling (collectively, the "Accessories") shall be owned by Subscriber upon delivery thereof. Title and risk to the Accessories shall be transferred to the Subscriber upon delivery. Service Provider makes no warranty on the Accessories' merchantability or fitness for a particular purpose.

3. Installation charges for the Outlet and/or the Accessories shall be for the account of and paid for by the Subscriber. The cost of any safety device or equipment which Service Provider deems necessary and the installation thereof shall be for the account of and paid for by the Subscriber. Service Provider warrants that the workmanship of the installation for a period of six (6) months from Activation Date. This warranty excludes damage or defects of the Outlet, Accessories caused by Subscriber, any third party or force majeure. Service Provider makes no representation or warranty, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose or infringement except as provided under this Outlet Agreement.

4. Subscriber undertakes to use the Outlet solely and strictly in connection with the Service and shall take utmost care of the same with the diligence of a good father of a family.

5. The Outlet shall be installed in a particular location and television set in the Installation Address and shall not be moved or removed there from without the prior written consent of Service Provider. Subscriber shall not remove the SMARTCARD in the Outlet without the prior written consent of the Service Provider. Service Provider shall remain the owner of the Outlet and the Subscriber shall not sell, assign, sublease, mortgage, charge, encumber or otherwise part possession or dispose of the Outlet and shall at all times be responsible therefor. Nothing herein shall confer or be deemed to confer ownership of the Outlet to the Subscriber.

6. Subscriber shall be responsible for any loss or damage to the Outlet while in the Subscriber's possession or custody, except those arising from normal wear and tear. If the Outlet is damaged while in the possession of or custody of the Subscriber, Subscriber shall immediately notify Service Provider and deliver the damaged Outlet to Service Provider or its authorized personnel for testing and repair. Subscriber shall not allow any third party to access and/or repair the Outlet. The cost of the repair shall be charged to the Subscriber ("Repair Charges"). Service Provider shall replace the Outlet if it finds it defective, malfunctioning or damaged as a result of manufacturer flaws. The Outlet shall not be replaced if such defect, malfunction or damage is found to be due to improper use, abuse, faulty handling, accident, neglect, lightning, electrical current fluctuations, tampering, repair by unauthorized technician, improper parts replacement, force majeure, fortuitous event and other circumstances beyond the reasonable control of Service Provider or such acts as may be attributable to the fault or negligence of Subscriber. In such cases replacement shall be provided upon payment of the applicable costs and charges by the Subscriber. Service Provider shall not be responsible for any damages to Subscriber's television or other appliances and devices and other property as well as signal or system problems that may arise due to the instances mentioned in the this clause. Service Provider shall have no obligation to replace the Outlet while the same is being repaired.

7. In case of loss of the Outlet (or damage of the Outlet caused by the Subscriber), Subscriber shall pay Service Provider the cost of the Outlet based on Service Provider's current retail sale pricing ("Unreturned Outlet Fee") in addition to the forfeiture of any deposits or Outlet fees paid in advance by the Subscriber to the Service Provider. Service Provider shall have no obligation to replace the lost Outlet and reserves the right to charge the Subscriber the Unreturned Outlet Fee before a replacement outlet is issued. The Subscriber shall inform Service Provider within forty-eight (48) hours from such loss and furnish Service Provider with copies of police report, affidavit of loss and/or such other documents as may be required by Service Provider.

8. Subscriber agrees to allow duly authorized personnel of Service Provider access to its premises for installation and maintenance purposes, as well as recovery of the Outlet upon termination of this Outlet Agreement.

9. In no event shall Service Provider be liable for any loss of profits, loss of use, or indirect, special, incidental or consequential damages of any kind, in connection with or arising out of or in any manner connected with this Outlet Agreement or the subject matter hereof, in each case regardless of the form of action and whether or not such the Service Provider has been informed of, or otherwise might have anticipated, the possibility of such damages.

10. Subscriber hereby agrees to hold Service Provider free from all liability against any suit, action or claim arising from the unauthorized use of the Outlet. Likewise, Service Provider shall not be held responsible for any damages to the Subscriber's television set or other property as a result of any improper operation or usage of the Outlet.

11. This Outlet Agreement may be terminated on notice at the sole option of the Service Provider if (i) Subscriber breaches the terms of the Agreement or this or any other Outlet Agreement entered into by Subscriber and Service Provider, (ii) if the Outlet is lost or substantially damaged, (iii) if the Outlet Agreement for the Primary Outlet is terminated, and (iv) the Service is disconnected by the Service Provider. A termination by Service Provider of the outlet agreement for the Primary Outlet automatically results in the termination of the outlet agreement for 2nd and 3rd boxes (each, a "Secondary Outlet"). Termination by Service Provider of this Outlet Agreement is without prejudice to any other rights Service Provider may have under law or equity. If Subscriber desires to terminate this Outlet Agreement, written notice must be provided to Service Provider at least fifteen (15) days prior to the intended date of termination.

12. If prior to the expiration of the Term Commitment, (i) Subscriber terminates this Outlet Agreement or the Service, or (ii) Service Provider terminates this Outlet Agreement in accordance with Section 11 and 17 hereof, all unapplied Outlet Fee shall be forfeited in favor of Service Provider and in addition, Service Provider may collect a cancellation fee ("Cancellation Fee") equivalent to the Outlet Fee payable for the remaining months in the Term Commitment.

13. Upon termination of this Outlet Agreement or the Service for any reason whatsoever, the Subscriber shall immediately return the Outlet to the Service Provider or its authorized personnel in good working order and condition. In case Subscriber fails to return the Outlet within one (1) week from effective date of termination or refuses to deliver possession thereof to authorized personnel of Service Provider, Subscriber shall be liable to pay Service Provider the amount equivalent to Service Provider's retail sales for the Outlet or its equivalent as well as any damages and/or costs incurred for recovery of the Outlet.

14. Any and all fees, charges and deposits, when applicable, under this Outlet Agreement are subject to change without prior notice to the Subscriber.

15. This Outlet Agreement shall take effect immediately upon installation of the Outlet in the Installation Address and activation of the Service.

16. Service Provider further disclaims and shall not assume any liability for any suits, actions and/or claims arising from any interruption or impairment of service or damage to property of Subscriber or third persons and injury to persons or pets that may be caused by lightning, typhoons, earthquake or natural calamities, accident, force majeure, fortuitous events, circumstances beyond the control of the Service Provider arising from or in connection with the use by the Subscriber of the Outlet or the Accessories. Notwithstanding anything contained herein to the contrary, any liability of Service Provider in connection with or arising from this Outlet Agreement shall be limited to an amount equal to one (1) month's Outlet Fee.

17. The Subscriber, hereby, undertakes to uphold the property rights and interest of Service Provider and/or its content providers and hereby agrees not to tape, record duplicate or otherwise reproduce, in any manner and form whatsoever and for any purposes, the programs, trademarks/logo, copyrights and services received by and passed to him under and by reason of this Outlet Agreement. Subscriber further undertakes not to use the Outlet to perform the Prohibited Acts provided for in the Agreement. A breach of this provision shall result in the termination of this Outlet Agreement and the Agreement without prejudice to Service Provider's rights to recover damages and to file criminal action.

18. The Outlet under this Agreement shall be used exclusively for household or personal viewing in Subscriber's private home indicated in the Installation Address and shall never be used for business, commercial or industrial purposes. The Outlet shall not be installed or used to allow viewing of the Services in areas open to the public. The Subscriber shall hold Service Provider free and harmless from any and all liability that may arise from a violation of this provision.

19. Service Provider shall have the right to assign any and all rights, obligations to and under this Agreement to any third party without need of consent of the Subscriber. Subscriber shall not assign any and all rights, obligations to and under this Agreement.

20. Service Provider reserves the right to adjust, modify, amend or supplement these terms and conditions as the Service may require. Service Provider will advise the Subscriber of any changes by sending him a notice setting out such changes

21. The failure by Service Provider to insist upon the strict performance by Subscriber of any of the Subscriber's obligations or provisions under this Outlet Agreement shall not be construed as a waiver of such obligation or provision, the same to continue to be in force and effect. The terms and conditions of this Outlet Agreement are severable and in the event any provision herein shall be held to be void, invalid or unenforceable, the other provisions shall not be affected and shall continue to be applicable and in force and effect.



Terms and Conditions

PRIVACY NOTICE AND GENERAL CONSENT FORM

Cignal TV, Inc. (“Cignal TV”) respects your fundamental right to privacy and we commit to take great care in safeguarding your personal data. Throughout your use of our services, we collect and maintain some basic information about you. In accordance with applicable privacy laws, we share with you the general principles that govern how we collect, use, and share your personal data, as well as our privacy practices.

Why we collect your personal data

When we process your personal data, we do so under the following legal bases and for the purposes set out below:

A. We process your personal data to perform our obligations under contract with you.

•To create and nurture a relationship with you, so that we can continuously provide you with our services. For example, when you apply for our products and services, we collect personal data about you that will allow us to validate your identity and credit history for purposes of billing and collection of fees for the products and services that you avail from us.

B. We process your personal data based on our legitimate interest to function effectively as a business, but we only do so when your interests and fundamental rights or freedoms do not override our legitimate interest.

•To continuously improve our business and operations. For example, we analyze your use of our products and services to help us manage your account, provide customer care activities, investigate and resolve your service-related requests and concerns, monitor the quality and security of our technology, train our staff, and plan for future growth. We do this so that we can continue to provide you with the best experience for the products and services that you avail from us.

•To continuously improve our products and services. We collect, use, process, and analyze your use of our products and services so that we can understand how to improve them for your benefit. Our analysis may include some sensitive information about your usage, such as your historical locational information which we determine based on an analysis of the places where you may have used our products and services. In all cases, we ensure to aggregate and anonymize this information so that you are never identified as an individual.

•To understand your needs and preferences so that we can serve you better. We process data to determine your usage profile by maintaining a record of the products and services that you avail from us, and by analyzing other activities such as when you participate in our market research initiatives, when you visit and transact in our stores, and when you visit and use our websites and mobile apps such as www.cignal.tv and www.cignalplay.com. We do so in order to gain a better insight about the kinds of offers that would be relevant to your preferences.

•To manage the security of our business operations. We may process your personal data to conduct IT security operations, to manage our assets, to ensure your fair use of our products and services, and for business continuity, disaster recovery, and audit purposes.

C. We process your personal data as you avail of our products and services so that we may be able to create and offer better products and services for you, including through direct marketing. We only carry out these processing activities based on your consent.

•To send you offers, recommendations and promotions. We process your usage profile to send you customized offers and promotions through your contact details using channels such as SMS, voice calls, and e-mail. This includes location-based offers that are exclusively available in areas that you may frequent.

•To elaborate your usage profile. We may also collect personal information about you from third-party sources such as our subsidiaries, affiliates, and business partners, to whom you have also given your consent for them to share your information with us. We create this enhanced usage profile about you solely to get a deeper understanding of your preferences so that we can send you even better targeted product recommendations, special offers, and promotions.

D. We process your personal data to comply with legal requirements.

•To assist public authorities. We generate statistical insights based on your usage of our network and facilities to assist public authorities in planning for healthcare, disaster management, and other similar initiatives meant for public benefit. When we can, we aggregate and anonymize this information so that you are never identified as an individual.

•To comply with legal requirements. We run credit scoring programs and initiatives, including but not limited to, providing information to the Credit Information Corporation in accordance to Republic Act No. 9501 and the Credit Information System Act. We may also perform other required personal data processing or disclosure to meet other relevant legal and regulatory requirements.

When we disclose your personal data

In some instances, we may be required to disclose your personal data to our agents, subsidiaries, affiliates, business partners and other third-party agencies and service providers as part of our regular business operations and for the provision of our products and services.

This means we might share your information with:

•Our service providers, contractors, and professional advisers who help us provide our products and services. This includes partner companies, organizations, or agencies, and their sub-contractors. For example: sales dealers, distributors and installation contractors, our couriers for bill delivery and our customer contact centers for our pre- and post-sales hotline operations;

•Our subsidiaries and affiliates with whom you have also signed-up with. We do so only for the improvement of each other’s legitimate business and operations. For example: we share information with each other about your usage profile so that we can create new offers that bundle our products and services into a single subscription;

•Other companies to whom you have also given consent for us to share your information with. For example, when you sign-up for products and services offered by other companies, they may request for information from us in order for them to validate your identity; and

•Law enforcement and government agencies, but only when required by laws and regulations and other lawful orders and processes.

In these cases, we ensure that your personal data is disclosed on a confidential basis, through secure channels, and only in compliance with applicable privacy laws and regulations. We will never share, rent, or sell your personal data to third parties outside of Cignal TV, except in special circumstances where you may have given your consent for, and as described in this statement.

For a list of our partners, please visit <https://cignal.tv/territorypartners>.

How we protect your personal data

The integrity, confidentiality, and security of your personal data are important to us. That’s why we strictly enforce our privacy statement within Cignal TV and have implemented technical, organizational, and physical security measures that are designed to protect your information from unauthorized or fraudulent access, alteration, disclosure, misuse, and other unlawful activities. These are also designed to protect your information from other natural and human dangers.

We also put in effect the following safeguards:

- We keep and protect your information using a secured server behind a firewall, encryption and security controls;
- We keep your information only for as long as necessary for us to (a) provide the products and services that you avail from us, (b) for our legitimate business purposes, (c) to comply with applicable laws, and (d) for special cases that will require the exercise or defense of legal claims, and for a maximum retention period of ten (10) years from your service’s permanent deactivation;
- We restrict access to your information only to qualified and authorized personnel who are trained to handle your information with strict confidentiality;
- We undergo regular audits and rigorous testing of our infrastructure’s security protocols to ensure your information is always protected;
- We promptly notify you and the National Privacy Commission, when sensitive personal data that may, under the circumstances, be used to enable identity fraud are reasonably believed to have been acquired by an unauthorized person; and
- We let you update your information securely to keep our records accurate.

What your choices are

The Data Privacy Act gives you certain rights to your personal data. Subject to exceptions under the law, you are entitled to request:

- Access to the personal data we process about you;
- Rectification of your personal data if it is found to be outdated, inaccurate, or incomplete;
- Erasure of your personal data in cases where it is no longer needed to achieve the legitimate purpose of its processing;
- Restriction of processing of your personal data in limited circumstances;
- Portability of your personal data so that you may receive a copy thereof or that we transmit the same to another company on your behalf.

You moreover have a right to object to the processing of your personal data, such as in cases when we process your personal data for purposes related to direct marketing.

To the extent that the processing of your personal data is based on your consent, you have the right to withdraw such consent, exercise the foregoing rights, or otherwise manage your privacy preferences by (a) logging in your account portal located at our website (b) contacting our customer service representatives through email or telephone, or (c) contacting our Data Privacy Officer through the contact details provided below. Please note that this will not affect the lawfulness of the processing that was carried out before you withdrew your consent or Cignal TV’s right to continue parts of the processing based on other legal bases than your consent. If, however, we have not provided you with another legal basis justifying the processing of your personal data in this privacy statement, we will stop the processing and delete your personal data.

In some instances, we may request for supporting documents or proof before we effect any requested changes to your personal data.

If, despite our commitment and efforts to protect your personal data, you believe that your data privacy rights have been violated, we encourage and welcome individuals to come to Cignal TV first to seek resolution of any complaint. You have the right at all times to register a complaint directly with the National Privacy Commission or to make a claim against us with a competent court (either in the country where you live, the country where you work or the country where you deem that data privacy law has been infringed).

**Cignal TV Data Privacy Office**  
5th Floor Launchpad, Reliance corner Sheridan Streets, Barangay Highway Hills, Mandaluyong City, 1554  
dpoffice@cignaltv.com.ph

SPECIFIC CONSENT FORM

There are additional ways that we may process your personal data. These are completely optional, and we commit only to proceed with activities that you specifically allow us to do (check all those that apply):

☐ **Create a personal profile about you.** We analyze data about you, such as the websites and apps that you may visit and use and your locational information (historical and real-time location), to get a deeper understanding of your personal needs and interests. We create this personal profile about you so that we can send you even better targeted product recommendations, special offers, and promotions.

☐ **Send you offers and promotions from our sister companies and affiliates.** This will allow our sister companies and affiliates to send you information about their special offers and promotions through direct marketing channels such as SMS, voice calls, and e-mail.

ACKNOWLEDGMENT

I have read and understood this Privacy Notice and I consent to the processing of my personal data as set forth above.

Signature over printed name

Date

CONFORME

DATE: \_\_\_\_\_

I, \_\_\_\_\_ by affixing my name below confirm that:

1. I have read and agreed on all the terms and conditions specified in the Customer Application Form.

2. All personal details applied in the Customer Application Form & Subscription Certificate are true and correct.

Please allow RAP LAPTOP PARTS AND SERVICES to process my application request.

ID number: \_\_\_\_\_

