



## Terms and Conditions

### TELEPHONE SERVICES

The PLDT telephone service shall be provided by PLDT in accordance with the following terms and conditions and the rules and regulations as approved by the then Public Service Commission, now National Telecommunications Commission (NTC), as well as the rules and regulations issued by other appropriate government entities.

A Subscriber's service is classified as **residential** if the telephone is installed in private living quarters and used only for the social or domestic affairs of the household.

**For the postpaid telephone service**, the **telephone instrument** provided by PLDT is **under warranty** for the period provided for in the manual of service, which warranty period shall be **reckoned from date of installation**. In no case will PLDT be liable for repair or replacement of telephone units outside the warranty period. Only telephone units with factory defects will be replaced within the said warranty period.

The Subscriber is liable to pay all tolls and charges originating at his telephone regardless of who may originate such calls charged against the Subscriber and included in the pertinent PLDT billing.

PLDT shall refuse and/or disconnect telephone service to any Subscriber or premises, or discontinue service if it determines that the Subscriber is not actually taking service at the place of installation or when necessary to protect itself against abuse or fraud.

### DATA SERVICES

#### SERVICES

The PLDT data services consist of the **Home DSL and Fibr** (collectively, the "PLDT Data Services"). The terms and conditions (including any amendment) governing the use of the PLDT Data Services shall also be found in [www.pldthome.com](http://www.pldthome.com), as the case may be, (the "Website"). The Subscriber agrees and undertakes to consult the Website for the most updated version of the PLDT Data Services terms and conditions. In the event of conflict between these terms and conditions and the terms and conditions posted at the Website, the terms and conditions posted on the Website shall prevail.

**Fees, Rates and Charges** – The Subscriber shall pay PLDT the appropriate monthly service fee, rate, and/or charges (collectively, the "Total Charges") for the use of the PLDT Data Services according to the Subscriber's selected payment/data plan.

**Activation of the PLDT Data Services – Within fifteen (15) working days** from submission of the duly accomplished terms and conditions and related forms, PLDT shall proceed to install the PLDT Data Services. The Subscriber shall be given a user name and password (collectively, the "Access Codes"). The Access Codes shall be the Subscriber's keys in accessing the pertinent PLDT Data Services. The Subscriber shall be responsible for keeping confidential the Subscriber's Access Codes and hereby holds PLDT free and harmless from any unauthorized use of the PLDT Data Services through the Subscriber's Access Codes.

**Minimum Speed and Service Reliability Applicable to Broadband Data Services** - PLDT guarantees a **minimum broadband speed across all plans of 150kbps**. Said guarantee however excludes factors outside of the control of PLDT which, among others, include the length of copper wire from the PLDT exchange to the Subscriber's premises; the number and type of, other services being used over copper pairs in the same cable by other subscribers; the configuration and line quality of the copper wire pair between the PLDT exchange and the Subscriber's premises; electrical interference from outside sources (such as electric motors or other electronic devices); the configuration of the copper wiring within the Subscriber's premises; the software configuration and application on the Subscriber's computer (in particular how it uses the uplink back to the PLDT exchange); the Subscriber's hardware or modem; and the capacity of, load on, access data rate of the destination host computer or website which the Subscriber is accessing, and the number of computers connected to the broadband service.

**Termination/Processing Fee** – Service termination requests not otherwise due to the fault or negligence of PLDT shall take effect within reasonable period from receipt by PLDT of request. Appropriate termination penalty and/or processing fee for PLDT Data Services termination or plan downgrade may apply depending on prevailing PLDT Data Services promo.



## Terms and Conditions

**Non-payment** – The Subscriber shall pay PLDT delinquency charges amounting to 1.0% per month of the outstanding Total Charges if the Subscriber fails to pay the Total Charges within thirty (30) days after the invoice date.

**Reconnection** – The Subscriber may have the PLDT Data Services **reconnected by paying** to PLDT: (a) **all outstanding Total Charges**; (b) the **applicable delinquency charges**; and (3) **reconnection fee**.

**Bandwidth, Data Storage and Other Limitations** – The Subscriber shall comply with the current bandwidth, data storage, and other limitations of the PLDT Data Services. The Subscriber shall ensure that its activity does not improperly restrict, inhibit, or degrade PLDT's or any other party's use of the PLDT Data Services nor represent (in PLDT's sole discretion) an unusually large burden on the PLDT network.

The PLDT residential service offering is a consumer product designed for Subscriber's exclusive and personal use of the Internet only. The Subscriber shall not run a server in connection with the PLDT Data Services or connect more than the agreed number of terminals, nor shall the Subscriber provide network services to others via the PLDT residential service.

**Service Commitment, Additional Charges and Property Rights** – The **Total Charges due to PLDT shall continue to accrue without deductions even in case of service interruption**. Due to the nature of the Internet, PLDT does not warrant fast and efficient Internet access to be available at all times. However, PLDT shall exert its best efforts to ensure continuous fast Internet at the premises of the Subscriber.

PLDT owns the property rights and interest in the PLDT Data Services and all that is attached to the system. The Subscriber, hereby undertakes to uphold the property rights and interest of PLDT and hereby binds itself to refrain from taping, recording, duplicating or otherwise reproducing, in any manner and form whatsoever and for any purposes, the programs, trademarks/logo, copyrights and services received by and passed to him/in under and by reason of these terms and conditions.

**Acceptable Use Policy** – In PLDT's efforts to promote good citizenship within the Internet community, PLDT will respond appropriately in the event that it becomes aware of any inappropriate use of the service. **PLDT reserves the right to monitor bandwidth, usage and content**, and from time to time to operate the service to identify violations of the Acceptable Use Policy or any inappropriate use of the service and/or to protect the PLDT network and other PLDT subscribers.

If the PLDT Data Services is used in a way which in PLDT's sole discretion, would be considered inappropriate, PLDT may take any action deemed appropriate, including but not limited to the temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the PLDT Data Service, without incurring any liability for damages.

### GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL PLDT SERVICES

**Reselling/Illegal/Prohibited Use** - The Subscriber's right to use the pertinent PLDT service is personal to the Subscriber. The Subscriber agrees not to resell or to make any commercial use of the Service, without the prior express written consent of PLDT.

The PLDT services/s shall not be utilized in bypassing or in activity/ies that tend to bypass the Public Subscriber Telephone Network (PSTN) of PLDT or be used in **prohibited services like callback, dialback, unauthorized audio text, International and National Simple Resale (ISR/NSR) and other similar services** (the "Unauthorized Activities"). PLDT is **entitled to a bypass compensation fee** on account of any of the above Unauthorized Activities. The bypass compensation is payable, without any limitation, from the time the Unauthorized Activity occurred or was discovered by PLDT, whichever is earlier, until the actual cessation thereof. For this purpose, PLDT shall have the right to full access to the relevant books and all other records of the subscriber in order to ascertain the volume of traffic and total amount of bypass compensation payable. In absence of said record, PLDT shall have the sole discretion in the determination of the bypass compensation. In addition to the Unauthorized Activities referred to above, the Subscriber undertakes not to use the PLDT service for any activity that is contrary to morals and public policy or which violates any ordinance, law, decree, order, regulation or treaty (the "Illegal Activities").



## Terms and Conditions

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

**Customer Premises Equipment** - Any equipment, device, cable including connections and other accessories provided by PLDT and installed at the Subscriber premises, except for prepaid telephone service, shall at all times remain the property of PLDT and the Subscriber shall have no right or interest over the same except the right to use the same. The Subscriber shall take proper care of said equipment, shall not remove the same from the place of connection by PLDT nor directly or indirectly allow the connection, disconnection, movement, and/or alteration of such equipment by any person other than duly authorized PLDT personnel and without paying the necessary charges therefore, if any. The Subscriber shall be liable to PLDT for any loss or damage to the equipment upon the installation thereof by PLDT. The equipment referred to herein shall be pulled-out and/or returned to PLDT upon termination of this Agreement or disconnection of pertinent PLDT service, without need of notice or demand. Failure of the Subscriber to return the Customer Premises Equipment may, among others, give rise to liability or penalty under Article 315 of the Revised Penal Code.

**Customer-Owned Attachment** - For permitted customer-owned attachment, the Subscriber agrees to be solely responsible for any security breach that may arise from the use thereof such as, but not limited to, **PBX hacking, in-house fraud, unauthorized call forwarding, or illegal connection** through house cable wiretapping, and agrees to be liable to PLDT for all call charges accruing as a result of such security breach. Subscriber shall not in any manner undertake re-tagging of lines either directly or indirectly or provide for dummy numbers to be reflected as the calling number from their customer owned attachment using services subscribed from PLDT, without the prior written consent of PLDT. In case a permitted customer owned attachment affects or impairs the quality of the pertinent PLDT service, PLDT shall have the right to demand the immediate disconnection or discontinuance of the use thereof.

**Billing** - PLDT shall forward to the Subscriber a monthly billing for the use of the pertinent PLDT Service. Notwithstanding the non-delivery or late delivery of the pertinent PLDT bill, **it shall be the responsibility of the Subscriber to inquire about his outstanding Total Charges by calling the PLDT hotline at telephone number 171 and pay the outstanding Total Charges**, without need of further demand, on or before the due date thereof.

**Payment** - The Subscriber shall pay any and all outstanding Total Charges on or before the due date indicated in the PLDT bill. Payments may be **made at any of PLDT's offices**, through **duly authorized banks**, or to its **duly authorized collectors**. PLDT shall not be liable for any payment made to persons other than its authorized representatives. Payment made by check shall not release the Subscriber from liability for non-payment until the check is cleared and payment is credited to PLDT's account. The Subscriber shall indemnify PLDT for any and all penalties, fees and charges arising from or by virtue of the dishonor of the Subscriber's check. PLDT likewise reserves the right to disconnect the pertinent PLDT Service for the dishonor of the Subscriber's check. PLDT reserve the right to discontinue service due to non-payment of overdue accounts. PLDT also reserves the right, subject to the limits prescribed by existing laws, rules and regulations impose penalties or interest for non-payment of overdue accounts. PLDT reserves the right to automatically bar access to services, including toll access, for non-payment of the allowable toll charges without prejudice to the exercise of other remedies under existing law, rules and regulations.

**Change in Fees / Charges** - PLDT reserves the rights to increase any of the fees and charges or impose new or additional fees and charges applicable to the pertinent PLDT service, subject to appropriate approvals from the NTC or other government agency/ies having jurisdiction over the approval thereof.

**Change in Billing Address** - The Subscriber undertakes to **inform PLDT in writing of any change in his personal circumstances and billing address**. The Subscriber hereby holds PLDT free and harmless from the consequence of its failure to comply with its undertakings hereunder.



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**Taxes and Other Charges** - Any and all taxes including value-added tax (VAT) and/or Overseas Communications Tax (OCT), charges, fees and other imposts that may be imposed by the government of the Republic of the Philippines or any of its instrumentalities or other applicable authority in connection with or incidental to the provision of the pertinent PLDT service shall be for the sole account of the Subscriber.

**Access to Premises** - The Subscriber shall grant the duly authorized personnel of PLDT access to the Subscriber's premises for maintenance and inspection purposes.

**Disclaimer and Limitation of Liability** – Except as provided under the foregoing terms and conditions, PLDT gives no warranty with respect to the speed and quality of data or voice transmitted by, and any intrusions on the telephone lines, software/internet access of the Subscriber and shall not be liable to the Subscriber for any claim or liability whatsoever (including loss of data, profits, loss of savings or incidental or consequential damages) arising out of the Subscriber's use of or inability to use the pertinent PLDT services or the software/internet access, even if PLDT had been advised of the possibility of such damages, or for any claim by any other person.

In the event of any service interruption, **PLDT shall not be liable for any and all damages that may be suffered by the Subscriber for the service interruption.**

Subscriber shall hold PLDT, its directors, officers and employees free and harmless from and shall indemnify them for any liability arising from any and all suits, actions and/or claims made by any person, natural or juridical, against the Subscriber or PLDT arising from the Subscriber's use of pertinent PLDT service. Notwithstanding anything contained herein to the contrary, any liability adjudged against PLDT in connection with or arising out of this Agreement shall be limited to the payment of the most recent charges actually paid by the Subscriber to PLDT.

**Disconnection** - Subject to existing provisions of law, **violation of any of the foregoing provisions shall give PLDT the right to immediately disconnect the pertinent service without incurring liability for damages.** Such disconnection shall not relieve the subscriber from any monetary obligations accruing prior to the disconnection or from any liability to PLDT as a consequence of such violation.

**Non-Transferability** - All PLDT Services, the Customer Premises Equipment including any of the foregoing terms and conditions **may not be leased, assigned or transferred** by the Subscriber without the prior written consent of PLDT. Any lease, assignment or transfer made without the necessary PLDT consent shall be void and PLDT shall have the right to continue billing and holding the subscriber on record liable under the pertinent terms and conditions as if no such lease, assignment or transfer was made.

**Amendment** - PLDT reserves the right to amend any of the provisions of any of the foregoing terms and conditions. Any such amendment shall take effect fifteen (15) days from notice to the Subscriber, through whatever means, or by posting at the pertinent PLDT website. The continued use and availment of the pertinent PLDT service shall give the undisputed presumption that the Subscriber fully agrees and undertakes to adhere to such amendments.

**Rights Cumulative** - All rights, powers or remedies, either under the foregoing terms and conditions granted to PLDT shall be cumulative and not alternative and shall be in addition to and not in substitution for and in derogation of the rights, powers and remedies conferred to PLDT by law.

**Non Waiver** - The **failure of PLDT to enforce** any of its rights under these terms and conditions or any portion thereof, for whatever reason, **shall not be construed as a waiver of such right.**

**Severability** - The Subscriber agrees that if a court of competent jurisdiction declares any portion of the pertinent terms and conditions governing a particular PLDT service are declared to be invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will in full force and effect.

**Venue of Actions**- The parties agree that the venue of all actions arising from any of the foregoing terms and conditions shall be the court of proper jurisdiction of Makati City, Metro Manila, Philippines to the exclusion of any other venue.