## PLDT HOME WAIVER AND ASSUMPTION OF LIABILITY

By requesting and receiving Full Administrator Rights to PLDT-provided modem-routers, I understand and agree that:

- 1. "Full Administrator Rights" means I will have complete control over the configuration, operation, maintenance, and access to operate and control the use, set up, and management of the Modem-Router.
- 2. PLDT's Modem-Router standard configuration are listed and defined in Annex A ("Standard Configuration"). I agree that upon execution of this document, I will be able to access, change, and modify these Standard Configurations.
- Because of the services that PLDT is providing pursuant to the Terms and Conditions of PLDT Services, PLDT will maintain limited visibility oversight for monitoring purposes only. The limited visibility oversight will not allow PLDT to have access to configure, modify, vary, and adjust the modem-router.
- 4. By receiving full administrator rights, I understand that:
  - PLDT will not replace the modem-router when it is found defective due to the changes I made after receiving Full Administrator rights;
  - Any and all request for repair or replacement of the modem-router will be at my sole account;
  - I will be responsible for providing security to my network from any manner of threats and attacks, whether internal or external;
  - PLDT will have the right to disconnect the service if my reconfigured modem-router is found to cause harmful interference or security risk to the PLDT network.
- 5. I agree to release, defend, indemnify and hold free and harmless PLDT, its directors, officers, employees, and authorized representatives (each an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions or proceedings, costs and expenses, taxes, including attorney's fees, for damages, losses, injuries, deaths, accidents, which may be filed, charged or adjudged against any Indemnified Party or the Indemnified Parties in relation to, in connection with, or arising from, my exercise of Full Administrator Rights to the PLDT-provided modem-router.
- 6. I acknowledge and understand that any of the technical configuration, modification, variation, and adjustment in the modem-router will be subject to the modem router's technical capacity. If the technical capacity of the modem-router is unable to support my intended configuration, PLDT can recommend a modem-router that may be more appropriate to serve my requirements, at my own expense.
- 7. I will continue to use the modem-router with PLDT-approved circuits. PLDT has the right to automatically disconnect non-PLDT circuits, including those from other carriers.
- 8. The PLDT Home Terms and Conditions remain in full force and effect and should be read together with this Waiver and Assumption of Liability.

I have had sufficient time to review and seek explanation of the above provisions, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Waiver and Assumption of Liability.

CONFORME:

Customer Name and Signature Date: