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 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.

- 1. 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:
 - a. 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;
 - b. For PLDT to obtain from my declared employer or business, and for 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 disclose relevant information concerning myself or my subscription to them; and
 - c. 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 I may access a complete list of these third-party business partners of PLDT who compute for my credit score through <u>http://www.pldt.com/privacy-policy#partners</u>.
- 2. 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.
- 3. 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: our couriers for bill delivery and our customer contact centers for our pre- and post-sales hotline operations;
 - b. 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;

- c. 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 <u>http://www.pldt.com/privacy-policy#partners</u>.

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:

4.

5.

- a. To assist public authorities. I understand that PLDT generates statistical insights based on my usage of its network and facilities to assist public authorities in planning for healthcare, disaster management, and other similar initiatives; and
- b. 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:
 - a. 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 to me, monitor the quality and security of its network, train its staff, and plan for future growth.
 - b. For the continuous improvement of PLDT's products and services. I understand that PLDT collects, uses, processes, and analyzes how I use its products and services so that PLDT can understand how to improve them for my benefit. Analysis may include some information about my usage, such as the volume and frequency of my usage of PLDT's voice, and data services, and the general locations and websites that I may frequent.
 - c. For PLDT to understand my needs and preferences so that it can serve me better. I understand that PLDT shall process data reflecting my user profile and preferences, by maintaining a record of the products and services that I avail in order to gain a better insight of the kinds of offers that would be relevant to my preferences.
 - d. 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 or audit purposes.

- 6. 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.
 - a. To elaborate my usage profile. I consent to PLDT's collection of my personal information through activities such as market research initiatives, when I visit and transact in PLDT's stores, when I visit and use PLDT's websites and mobile apps, and from PLDT's subsidiaries, affiliates, and third-party business partners to whom I have given my consent for them to share my information.

I acknowledge that this processing includes the analysis of my historical locational information to generate insights on foot traffic, crowd density, and mobility patterns. I understand that this usage profile about me is used by PLDT solely to get a deeper understanding of my needs and usage preferences so that they can send me even better targeted product recommendations, special offers, and promotions.

- b. 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 visit PLDT's Cookie Policy at <u>https://pldthome.com/cookie-policy</u> for more details.
- c. To send me offers, recommendations and promotions. I consent to PLDT's processing of my usage profile information and contact details in order to send me customized offers and promotions through channels such as SMS, voice calls, and e-mail.

I understand that this processing includes PLDT's analysis of the places where I may have used its products and services, which PLDT uses to send me exclusive offers available in locations that I may frequent.

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

- 7. 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.
- I acknowledge that I am afforded certain rights in relation to my personal data under the Data Privacy Act of 2012 (Republic Act No. 10173), and that I am entitled (in the circumstances and under the conditions, and subject to the exceptions, set out in applicable law) to:

- a. Request access to the personal data that PLDT processes about me: this right entitles me to know what personal data PLDT holds about me and to obtain information on and a copy of that personal data.
- b. Request a rectification of my personal data: this right entitles me to have my personal data corrected if it is found to be outdated, inaccurate, or incomplete.
- c. Request the erasure of my personal data: this right entitles me to request the erasure of my personal data, such as in cases where my personal data is no longer necessary to achieve the PLDT's legitimate business purpose for its use or processing.
- d. Request the restriction of the processing of my personal data: this right entitles me to request that PLDT only process my personal data in limited circumstances, including with my consent.
- e. Request portability of my personal data: this right entitles me to receive a copy of personal data that I have provided to PLDT (in a structured, commonly used and machine-readable format). This includes requests for PLDT to transmit a copy of my personal data to another company, on my behalf.

When the processing of my personal data is based on my consent, I acknowledge that I have the right to withdraw such consent at any time by contacting PLDT's Data Protection Officer, or by accessing <u>https://my.pldthome.com</u>. I understand that this will not affect the lawfulness of the processing that was carried out before I withdrew my consent or PLDT's right to continue parts of the processing based on legal bases other than my consent. If PLDT is unable to provide me with another legal basis justifying the processing of my personal data, PLDT will stop the processing and delete my personal data.

To exercise any of these rights, or if I believe that my data privacy rights have been violated, I may get in touch with PLDT's Data Protection Officer through the contact details provided below. In some instances, I understand that PLDT may request for supporting documents or proof before it effects any requested changes to my personal data.

PLDT Home Data Privacy Office Ramon Cojuangco Building, Makati Avenue, Makati City 1200 Philippines homedpo@pldt.com.ph

I have read and understood the Terms and Conditions and Privacy Policy found on PLDT's website <u>https://pldthome.com/.com</u>. I shall strictly comply and abide by the terms and conditions relating to my use of PLDT's services, and any future amendments to these same terms.

Customer's signature over printed name:

Date signed (MM/DD/YY):

____/_____/_____

SUBSCRIPTION	CERTIFICATE

PLDT HOME VOICE (LANDLINE) AND DATA (BROADBAND) SERVICES

1.	VOICE SERVICE:	
2.	DATA PLAN:	
2.1	SPEED: (Up to)	
2.2	VOLUME ALLOWANCE:	
2.3	MODEM FEE+INSTALLATION FEE:	
	+	
2.4		
	To begin on the date of installation Voice only: 24 months	
	FIBR plans: 36 months	
	DSL plans: 24 months	
2.5	PROMO, if applicable:	

I understand 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 voice and data plans (the "PLDT HOME PLAN/S") is for the minimum lock-in period indicated in item no. 2.4, reckoned from date of installation of the relevant PLDT HOME PLAN/S, and subject to the lock-In periods of the relevant value-added services (VAS) and promo availed of, if any, that may require longer lock-in periods. In such case, the minimum lock-in period (the "Minimum Term") shall be the longest from among the applicable lock-in periods of the PLDT HOME PLAN and the VAS.

3. VALUE ADDED SERVICES

I understand and agree that my application for VAS is only valid if bundled with PLDT HOME PLAN/S and that my subscription to VAS may be covered by separate subscription certificates.

VAS (1)		
Device/Content Name		
Monthly Service Fee		
Lock-In Period		
Warranty		
VAS (2)	
Device/Content Name		
Monthly Service Fee		
Lock-In Period		
Warranty		
VAS (3)		
Device/Content Name		
Monthly Service Fee		
Lock-In Period		
Warranty		

TERMINATION, PRE-TERMINATION, FEES AND OTHER CHARGES

I understand and agree that fees and charges shall apply to my PLDT HOME PLAN/S, and VAS subscriptions as follows:

- Upgrade to a higher value PLDT HOME PLAN/gadget/VAS. Pretermination fee shall not apply to an upgrade of Data Plan/VAS. However, it shall *restart* computation of the Minimum Term based on the longest applicable lock-in period of any of the upgrades.
- Downgrade or pre-termination of current PLDT HOME PLAN with gadget and VAS within the Minimum Term. A pre-termination fee equivalent to three times (3x) the Monthly Service Fee of the current subscribed PLDT HOME PLAN, plus the remaining cost of the gadget, if any, shall apply to a downgrade or pre-termination of current PLDT HOME PLAN with gadget and VAS within the Minimum Term.
- Pre-termination of current VAS with gadget subscription within the Minimum Term. A pre-termination fee equivalent to the device cost multiplied by the remaining months within the Minimum Term shall apply to a pre-termination of current VAS with gadget subscription within the Minimum Term.
- Downgrade or pre-termination of current PLDT HOME Whole Home WiFi bundle within the Minimum Term. A pre-termination fee equivalent to three times (3x) the Monthly Service Fee of the current subscribed PLDT HOME BASE PLAN, plus the remaining cost of the gadget, if any, shall apply to a downgrade or pre-termination of current PLDT HOME Whole Home Wifi bundle within the Minimum Term.
- Downgrade or termination of current PLDT HOME PLAN/gadget/VAS beyond the Minimum Term shall incur a processing fee of PhP500.
- Pre-termination of current PLDT Voice only services within the Minimum Term shall incur a pre-termination fee of PhP2,500 in addition to any outstanding amount from the service provided.

I understand and agree that should I opt to downgrade my PLDT HOME PLAN or pre-terminate the same within the initial Minimum Term or renewals thereof, I agree to pay downgrade or pre-termination fees equivalent to three (3) times the relevant PLDT HOME PLAN's Monthly Service Fee, plus the remaining cost of the gadget, as applicable. I likewise understand and agree that should I opt to downgrade or terminate my current PLDT HOME PLAN/gadget/VAS beyond the Minimum Term, I shall pay a processing fee of PhP500. In case of Voice only service, should I opt to pre-terminate my subscription within the Minimum Term, I shall pay a pre-termination fee of PhP2,500 in addition to any amount due on the service provided. I further understand that these charges do not foreclose resort by PLDT to other remedies available to it under this Agreement, in law and in equity, including but not limited to remedies granted under Article 315 Swindling (estafa) of the Revised Penal Code, as applicable.

Renewal of Subscription

Upon the expiration of the initial Minimum Term, my subscription will be automatically renewed for the same period, and under the same terms and conditions (the "**Renewed Term**"), unless I submit a written request to PLDT for termination (the "**Pre-termination**") at least thirty (30) days prior to the end of the initial Minimum Term, and every Renewed Term thereafter. PLDT reserves the right to change the PLDT HOME PLAN inclusions or features, with notice to the subscriber, after the initial Minimum Term and/or after every Renewed Term thereafter.

Additional Monthly Volume Allowance

(Applicable only to data plans with volume allowance as indicated in Item No.2.2)

additional 1 GB per month	PhP 49
additional 4 GB per month	PhP 99
additional 10 GB per month	PhP 199

I understand and agree that *(i)* there may be a corresponding speed and volume allocation for my PLDT HOME data subscription plan as indicated in Items No. 2.1 and 2.2; and *(ii)* upon reaching the optimum monthly volume allocation for the account, I have the option to purchase additional monthly volume allowance via www.pldthome.com.

WiFi modem ownership under PLDT HOME Data Plans

FIBR Plans 1899 and below (all variants)

- Wifi modem is subscriber-owned
- Wifi modem cost and Installation fee may be paid by the subscriber at a one-time total cost of PhP3,600 payable over the counter at PLDT Sales and Service Centers only, inclusive of PhP2,500 modem fee and PhP1,100 Installation fee; or via a 36-month amortization scheme at PhP119 per month, subject to PLDT approval based on the credit standing of subscriber, or as may be allowed by PLDT.

In the event of pre-termination of subscription under any of these plans, I understand and agree that I shall be liable to pay the outstanding balance of the WiFi modem fee, if any, and only upon completion of all installment payments shall I become the owner thereof.

FIBR Plans 2899 and up (all variants)

- WiFi modem is PLDT owned
- Free installation

In the event of termination of subscription under any of these plans, I understand and agree that I shall be liable to return the WiFi modem unit to the nearest PLDT Sales and Service Center.

DSL Plans 1299 and below (all variants):

- WiFi modem is subscriber owned
- WiFi modem cost and installation fee may be paid by the subscriber at a one-time total cost of PhP2,300 payable over the counter at PLDT Sales and Service Centers only, inclusive of PhP1,200 modem fee and PhP1,100 installation fee; or via a 24-month amortization scheme at PhP109 per month, inclusive of PhP57 modem fee and PhP52 installation fee, subject to PLDT approval based on the credit standing of subscriber, or as may be allowed by PLDT.

In the event of pre-termination of subscription under any of these plans, I understand and agree that I shall be liable to pay the outstanding balance of the WiFi modem fee, if any, and only upon completion of all installment payments shall I become the owner thereof.

DSL Plans 1699 and up (all variants)

- WiFi modem is PLDT owned
- Free installation

In the event of termination of subscription under any of these plans, I understand and agree that I shall be liable to return the WiFi modem unit to the nearest PLDT Sales and Service Center.

For all Data Plans

I understand and agree that for subscriber owned WiFi modem, upon full payment of the WiFi modem fee, I shall own the unit and I shall have no obligation to return the same to PLDT upon the termination of my PLDT HOME data plan subscription. PLDT's responsibility for any damage to the WiFi modem shall be limited to the repair of defects thereon within the 12-month warranty period, beginning on the date of installation.

As applicable, in the event that I opt to pay for the WiFi modem fee on installment, I understand that until all installment payments are completed, PLDT shall continue to own the WiFi modem and I am obliged to use and take care of the same with due diligence and care.

Should the WiFi modem be defective or destroyed without my fault or negligence, upon my request, PLDT shall replace such WiFi modem at no additional cost. However, should the WiFi modem become defective or destroyed due to my fault or negligence, I shall be obliged to pay PLDT for the outstanding balance of the WiFi modem fee as indicated in item no. 2.3 before PLDT provides a replacement therefor. PLDT shall not be liable for any damage to, or loss of the WiFi modem due to *force majeure* including acts of God such as earthquakes, tsunami, lightning; acts of government authority, war, national emergency, accident, or riot, among others.

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 facilities in my given address. In the event that there are no available 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 certificate 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 the event that the in-house wiring present at my 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.

I have read and understood the Terms and Conditions and Privacy Policy found on PLDT's website <u>https://pldthome.com/termsandconditions</u>. I shall strictly comply and abide by the terms and conditions relating to my use of PLDT's services, and any future amendments to these same terms.

By affixing my signature below, I confirm that I have read, understood and agree to the items stipulated in the Subscriber Declaration. I also confirm that I have read, understood and agree to the PLDT Terms & Conditions found in the Subscription Certificate above and at <u>www.pldthome.com/termsandconditions</u> or the attached PLDT Terms & Conditions, if voice only subscriber, including any amendments thereof, (the "Terms and Conditions") concerning my subscriptions to PLDT HOME PLANS, as well as VAS identified in this form and conditions of applicable promos found at <u>www.pldthome.com/termsandconditions</u> or the attached specific terms and conditions as application promos, if voice only subscriber.

With my conformity:

SUBSCRIBER'S SIGNATURE OVER PRINTED NAME

DATE

GOVERNMENT ID PRESENTED & ID NO.