

SUBSCRIPTION CONTRACT

PLDT HOME PLAN SERVICES

 LANDLINE SERVICE, if applicable: 	1.	LANDLINE	SERVICE,	if ap	plicable:
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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 Installment

2.4 LOCK-IN PERIOD:

No	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.

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)		

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) + ¹ PhP 2,500 ST (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	² Monthly Service Fee ("MSF") of device X remaining number of months in term	N/A
¹ Add-on Pay TV	PhP 500	N/A
³ Add-on VOD	N/A	N/A
Landline Only Service	N/A	N/A

*Failure of subscriber to summder all PUDT Home plan bundled setup box (FB) in any PUDT Sales and Services Center (SSC) upon disconnection order shal results to the payment of applicable drages for the device not summerdered. *Add-on Device flees stated above shall apply to all devices except for TVolicion Roku which will be charged full cost of the 1st Roku device. *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 + '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	² MSF of device X remaining number of months in term + outstanding balance (if any)	N/A
¹ 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)
³ Add-on VOD	N/A	N/A
Landline Only Service	MSF X 3 of current plan	N/A

També of association of applicable charges for the device not surrendered. Add-on Device fees stated above shall apply to all devices except for TVolution Roku which will be charged full cost of the 1st Roku device. */OD 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 AVAILERS

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:

- 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.
- 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.
- 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, Cignal, provided for in <u>https://cignal.tv/article/219/terms-and-conditions.</u>
- 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.

- 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 <u>www.pldthome.com/switch</u>.
- 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 or the attached PLDT 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 or the attached specific terms and conditions of applicable promos found at www.pldthome.com/termsandconditions or the attached specific terms and conditions of applicable promos, if a landline-only subscriber.

With my conformity:

SUBSCRIBER'S SIGNATURE OVER PRINTED NAME

DATE

CUSTOMER APPLICATION FORM NO.

PLDT REPRESENTATIVE SIGNATURE OVER PRINTED NAME