

## SUBSCRIBER SERVICE AGREEMENTS

1. **The Agreement.** This Subscriber Service Agreement (hereinafter referred to as "Agreement"), together with any applicable agreement, sets forth the terms and conditions under which RBC CABLE (hereinafter referred to as "Service Provider") will provide its Services to an approved and activated 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, including such value-added features as maybe introduced by the Service Provider from time to time. A plan refers to the service package or details of the cable internet service offered by the Service Provider that a subscriber avails. Minimum Period of Subscription shall mean twenty four (24) months from the commencement of service. RBC CABLE BROADBAND refers to Broadband Internet service provided by the service provider. Internet Content refers to any and all information, software, shareware and other data utilizing various media that can be accessed and or obtained through the services provided hereunder.

2. **Commencement of Service.** The service shall commence on the date the SERVICE PROVIDER actually activates the service.

3. **Fees.** The subscription fees for the service shall be at the applicable rate as indicated in the Application Form duly accomplished by the Subscriber or such rates as may be prescribed by the service provider from time to time. An Activation fee based on selected plan will be chargeable by us for activating the Service to any Equipment obtained by you for access at the Service Address, plus one month (1) advance payment. The fees and charges referred to herein, including those that may be collected by the Service Provider by virtue of this Contract, shall be subject to future adjustments when circumstances warrant according to it, which adjustments shall become effective and binding without need of any formal notice. Availment of any promo or special privilege on any fee by the new subscriber shall automatically bind him to a **two (2) years contract** with SERVICE PROVIDER.

4. **Lock-in Period.** The Subscriber shall maintain his service connection and shall duly pay his cable and internet bills provided by the Service Provider during the minimum period of subscription and shall not terminate this Contract within the same period; provided, should the Subscriber terminate this Contract within such minimum period of subscription, the Subscriber shall be liable to pay the Service Provider the amount **Five Thousand Pesos (PHP 5,000.00)** or the total billings equivalent to the remaining unserved months plus the amount fees discounted to him upon availment of the promo, whichever is higher, without prejudice, however, to the other rights of Service Provider's under this Contract or under any provision of any law.

5. **Payment.** The Subscription Fee and all other charges shall be payable on or before the dates stated in the billing statement(s) issued by the Service Provider to the subscriber; provided that, said fee shall be payable in advance, on or before the due dates of each month, without the necessity of any demand. Payment of fees shall be made at the office of the Service Provider either thru cash or check or to its authorized representative. Installation Fee shall be non-refundable and non-transferable. Non-payment of monthly bill(s) is/are subject to suspension or termination of the service but does not free or exempt the subscriber from settling his obligations with Service Provider. The Total Charges due to SERVICE PROVIDER shall continue to accrue without deductions even in case of service interruption. Due to the nature of the Internet, SERVICE PROVIDER **do not warrant fast and efficient Internet access to be available at all times.** However, SERVICE PROVIDER shall exert its best efforts to ensure continuous fast Internet at the premises of the Subscriber.

6. **The Service Provider's Rights.** The Service Provider shall have the exclusive right to manage and control the access to computer systems and information within the internet System in a manner deemed appropriate by the Service Provider. Any and all fees charged by the Service Provider shall be subject to such adjustments as circumstances may warrant, without need of any notice to the Subscriber. SERVICE PROVIDER may terminate or suspend this Contract at any time if the subscriber fails to comply with any of his responsibilities under this Contract and collect disconnection and reconnection fees and any other fees or expenses which it may incur in the collection of overdue accounts, including collection agency fee, attorney's fees and cost of suit. For purposes of inspection and evaluation, repair and maintenance, recovery, as the case may be, the Subscriber hereby grants the Service Provider, its officers, lineman, agents, and contractors, access within and outside the premises where the connection is installed or may be found.

7. **Subscriber's Obligations.** It shall be the Subscriber's sole responsibility to set up or configure his equipment/computer preparatory to the use of the service. The subscriber shall comply with all notices and instructions given by the Service Provider from time to time with respect to the use of the Service. When necessary, the subscriber shall be solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the service. The Subscriber shall, at all times, strictly abide by the rules and regulations, policies, and issuances of the Service Provider.

The Subscriber shall not share, with or without consideration, the service provided by the Service Provider under this Contract to any person in any manner or scheme without the written consent of the Service Provider.

8. **Subscriber's Usage.** The Subscriber shall comply with the current bandwidth, data storage and other limitations of RBC CABLE BROADBAND. The Subscriber may use the Service Provider's internet services in any manner consistent with all the policies of the Service Provider and applicable laws and regulations relative to the use of the internet; provided however, that the Service Provider does not guarantee or warrant that files available for downloading through the service and via the internet will be free from infection or viruses or other code that manifest contaminating or destructive properties. The subscriber assumes full responsibility and risk for use of RBC CABLE BROADBAND. The Service Provider does not warrant that the Service will be uninterrupted or error free. The user waives all claims against Service Provider, its officers, directors and employees that may arise from or in connection with the access or use of the RBC CABLE BROADBAND. Transmission of any internet content which violates national or international law is prohibited. This includes but not limited to copyrighted materials, those legally adjudged to be threat to national security, or intruding into the privacy of individuals, offensive on moral, religious, racial or political grounds; abusive indecent, obscene or menacing nature of material or information, infringement of intellectual property rights of any persons as well as trade secrets. The subscriber hereby agrees not to use RBC CABLE BROADBAND for any illegal activity and/or purpose that is unlawful or prohibited and further agrees not to: introduce viruses, worms, harmful code, Trojan horses and/or other harmful detritus programs into any network; post material on the internet that may be legally actionable; spam, flame, hack and obtain unauthorized access to any network; defame, harass, stalk, threaten or otherwise violate the legal rights of others; collect information about others without their consent.

9. **Customer Premises Equipment (CPE).** The Service Provider may provide the Subscriber with one (1) Cable Modem/ Optical Node Unit (ONU), Set-Top-Box is not included for free. The Equipment describe, as 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. The Subscriber shall take proper care of the Equipment and will not make any alterations or additions thereto. All IEquipment shall be returned to Service Provider upon termination of this Agreement or as may be required by Service Provider. All Customer Premises Equipment from Service Provider have a six-month warranty from the date of its activation in accordance with Service Provider's warranty policies. Equipment Service Charge is P100.00/month will be added to your Monthly Subscription Fee.

1. **Repair and Maintenance.** Subscriber shall be responsible for any loss or damage to the Equipments while in the Subscriber's possession or custody, except those arising from normal wear and tear Subscriber shall be entitled to free spare parts and service for non-performance of the Provider equipment and peripherals due to factory defects for the term of this Agreement. However, the cost of repair and maintenance of Provider equipment and peripherals as a result of damage due to the fault or negligence of Subscriber or due to force majeure shall be for the account of Subscriber, and shall be billed in Subscriber's next Statement of Account.

10. **Termination/Suspension of Service.** The Subscriber reserves the absolute right to suspend or terminate this Contract without need of a prior notice due to non-payment of any and all applicable fees and charges, without prejudice to any remedies that the Service Provider may avail. Consequent to the termination of the Contract, the Subscriber shall allow the Service Provider to remove any and all equipment provided to the Subscriber in connection with their subscription. In the exercise of any of its rights under this Contract, the Service Provider shall not be liable for any damage or loss which the Subscriber may incur by reason of the suspension and/or termination of services provided herein. In the event that the Subscriber intends to terminate this Contract within the minimum period of subscription, the Subscriber shall: (a) inform the Service Provider of such intention at least thirty days (30) before the effective date of termination; (b) immediately pay the amount provided under item no. 5 of this Contract, in addition to the termination fee; and (c) immediately return, in good condition, the equipment (including the Cable Modem/ONU) he received from the Service Provider. It is however understood that the termination shall not exempt the Subscriber from paying his outstanding obligations with the Service Provider.

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. The assignment or transfer notwithstanding, all equipment, cable, connections and other accessories, 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. **Disclaimer.** The Service Provider shall not be liable for any damage or delay in business transaction or communication of the subscriber whatsoever, which the subscriber may suffer or may have suffered due to the use of the services. This includes but not limited to any loss of profits, incidental or consequential damages arising out of the Subscriber's use of or inability to use; any loss of information caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents, accuracy or quality of information available, received or transmitted through the Service; or failure of the subscriber to comply with applicable laws, rules and regulations and all the terms prescribed by the National Telecommunications Commission for the use of any telecommunications systems, service or equipment.



**Instructions before filling this form.**  
 - Submit a copy of 2 Valid ID's  
 - Proof of Billing Address  
 - This form shall be rejected if incomplete or due to technical/operational non- service areas.

**SUBSCRIBER APPLICATION FORM**

Date Applied: \_\_\_\_\_

With existing CATV Serv  Without existing CATV serv

**Subscriber information**

FULL NAME: [Grid for full name]

First Name [Grid] Middle Name [Grid]  
 Last Name [Grid] Birth date (Mm/Dd/Yy) [Grid] Age [Grid] Sex (Mm/Ff) [Grid]

ADDRESS: [Grid for address]

No. of House/Building [Grid] Street [Grid] Subdivision [Grid]  
 Barangay [Grid] City/ Town [Grid]

SERVICE ADDRESS: [Grid for service address]

No. of House/Building [Grid] Street [Grid] Subdivision [Grid]  
 Barangay [Grid] City/ Town [Grid]

Mobile No. [Grid] Email address: \_\_\_\_\_  
 Occupation \_\_\_\_\_  
 Employer: \_\_\_\_\_

Civil Status:  Single  Married  Widowed  Separated No of TV: \_\_\_\_\_

Home Ownership:  Owned  Rented LANDLORD'S NAME \_\_\_\_\_ (if rented 1-month security deposit)

SPOUSE FULL NAME/ MOTHERS MAIDEN NAME IF SINGLE

[Grid for spouse name] First Name [Grid] Middle Name [Grid] Last Name [Grid]

SUBSCRIPTION TYPE:  HOME  BUSINESS/ INSTITUTION \_\_\_\_\_ (business/institution name)

HOMEPLAN		BIZ PLAN	
INTERNET ONLY PLANS	+CABLETV HD	INTERNET ONLY PLANS	+CABLETV HD
<input type="checkbox"/> UP TO 25MBPS P 999	<input type="checkbox"/> P1199	<input type="checkbox"/> UP TO 200MBPS P2000	<input type="checkbox"/> P2200
<input type="checkbox"/> UP TO 50MBPS P1199	<input type="checkbox"/> P1299	<input type="checkbox"/> UP TO 250MBPS P2500	<input type="checkbox"/> P2700
<input type="checkbox"/> UP TO 100MBPS P1399	<input type="checkbox"/> P1499	<input type="checkbox"/> UP TO 300 MBPS P3000	<input type="checkbox"/> P3200
<input type="checkbox"/> UP TO 150MBPS P1599	<input type="checkbox"/> P1699		

• + Cable TV for 1 TV only—Additional P50/TV for Home, P100/TV for Biz, (Set-Top-Box fee- P1500)

SKETCH MAP OF SERVICE ADDRESS

**FTTX**

**SUBSCRIBER DECLARATION**

I have read, understood and accepted the subscriber service agreement found at the back of this form and hereby declare and confirm that the information contained on this form is true and accurate in every respect.

Date MM DD YYYY [Grid]

Subscriber/ Authorized Representative Signature \_\_\_\_\_

**TECHNICAL DETAILS**

**EQUIPMENT INSTALLED**

ONU MAC ADDRESS [Grid]

STB S/N [Grid]

TECHNICAL TEAM: \_\_\_\_\_

DATE INSTALLED: MM DD YYYY [Grid]

REMARKS: \_\_\_\_\_

QTY	EQUIPMENT	COST	TOTAL

TOTAL \_\_\_\_\_