SERVICE APPLICATION FORM

Fill out the corresponding form of your chosen type of plan only.

For EMAIL applications:

Scan and attach along with other requirements in one **pdf file format** only. Please limit your application file to 3-5 pages if possible. Submit to enterpriseextension@smart.com.ph

Tablet Plans (Page 2-3)

BYOD Sim only Plan (Page 4-5)

REQUIREMENTS CHECKLIST
(For email applications: EnterpriseExtension@smart.com.ph)

- ☐ Complete Form ☐ Company ID (Front and Back)
- ☐ Gov't ID with signature (if company ID does not reflect employee signature)
- ☐ Endorsement Letter From HR indicating **Tenure and Communication Allowance**
- ☐ SOA or Statement of Commission

Smart

SERVICE APPLICATION FORM

ENTERPRISE EXTENSION

New Connect **Retention**

This field is for Retention only
Mobile Number:_____

Employee #: _____

Fill in all the required information. Do not leave an item blank.
If item is not applicable, indicate "N/A"
Kindly write legibly and countersign any erasures.

**Required*

SUBSCRIBER INFORMATION

SUBSCRIBER NAME: (Last Name/ First Name/ Middle Name)	
BIRTHDATE: (MM/DD/YYYY)	
RESIDENCE TEL. NUMBER:	BUSINESS NUMBER:
MOBILE NUMBER: *	
ACTIVE EMAIL ADDRESS: (default e-SOA email address)*	
COMPANY/BUSINESS NAME:	Position Title:

Shade or Mark (x, ✔) Your Preferred Postpaid Kit Delivery Address: ☐ **Business** ☐ **Residence**

BUSINESS ADDRESS (Building,Street,Baranggay,City/Province/Zip Code): **Required*

RESIDENCE ADDRESS (Building,Street,Baranggay,City/Province/Zip Code): **Required*

PLAN DETAILS	PLAN 1500	PLAN 1500
Quantity		
Device	**Samsung Tab S5e**	**Samsung Tab A 8"**
Amortization	**200**	**FREE**
Data Allocation	**NON STOP SURF**	**NON STOP SURF**
SMS (All Net)	**UNLI**	**UNLI**
Calls to Smart, Sun & TNT	**UNLI**	**UNLI**
Calls to All Network	**100 Minutes**	**100 Minutes**
CONTRACT TERM in MONTHS	**24 Months**	**24 Months**

Notes:

NEAREST RELATIVE INFORMATION	RATES (VAT inc.)
Name	**3G**
Relationship	Php 2.50/15 mins.
Address:	**LTE**
Mobile Number:	Php .05/KB
Landline:	

I affirm that the above given information and supporting documents are true and correct. I understand that I may be requested to submit requirements to facilitate the processing of this application. I signify agreement to the above provisions, **TERMS AND CONDITIONS** and the e-SOA set forth, found in this application form.

_____

Subscriber's Signature over Printed Name/ Date Signed

SMART ENTERPRISE TERMS AND CONDITIONS

The Corporate Subscriber ("Subscriber") agrees to the provision of telecommunications services ("Service") under the terms and conditions hereinafter contained ("Agreement"). The Subscriber shall ensure that all its designated user/s or assignee/s with lines registered under the Subscriber's account ("User") shall comply with the terms and conditions of this Agreement and the Subscriber shall be responsible for the acts and omissions by any User. SMART Communications, Inc. ("SMART") agrees to provide the Service under the conditions stipulated herein.

1. **TERMS AND CONDITIONS**

This Agreement relates only to the Service provided by SMART and shall be in full force and effect from and after the actual date of approval by SMART of the application for the Service and shall continue until the end of the contract term as indicated in the Smart Enterprise Service Application Form, unless sooner terminated as provided herein. The Subscriber may continue by renewing the Service in writing after the said contract term by executing a Smart Enterprise Service Retention Form.

2. **HARDWARE**

a) This refers to all terminal equipment/unit issued by SMART connected to or used in conjunction with the Service ("Hardware"). SMART does not by this Agreement cover any representation or warranty for any telecommunications and related equipment that are not issued by SMART.

b) Hardware issued by SMART (except iPhone units) shall be subject to a seven (7) day replacement warranty commencing on the date of delivery of the Hardware. This warranty covers inherent defects only. After the 7- day period, the vendor's warranty terms and conditions shall apply and all warranty claims shall be made directly to the vendor's accredited service centers.

c)Special terms and conditions apply to iPhone units.

3. **PAYMENT TERMS**

a) The Subscriber shall pay all amounts due to SMART in respect of:

1)A monthly fixed fee for the Services;

2) All charges incurred in using the Service; and

3) Hardware cost, if applicable.

The fees paid or payable by the Subscriber to SMART pursuant to this Agreement shall be inclusive of all Philippine taxes.

The Value Added Tax (VAT), if any, shall be for the account of the Subscriber, provided that SMART submits its VAT registration certificate upon request for the Service and issues a duly-registered VAT official receipt upon receipt of payment. In the event that the Subscriber will be required to withhold tax and remit the same to tax authorities, the Subscriber shall deduct the said tax from payments in relation to this Agreement. The Subscriber shall furnish SMART with the corresponding certificate of withholding tax within twenty (20) days after the end of each quarter.

b) The Subscriber agrees and assumes full responsibility for the charges incurred on the use of the Hardware and the Service pertaining to the lines registered under the Subscriber's account.

c) The Subscriber agrees that it shall be fully responsible for the settlement of Hardware cost, if any, subject of this Agreement. The Subscriber shall bind itself to be continuously responsible of the Hardware cost regardless of assignments and movements of its User/s or transfer of use/ loss/ damage of the Hardware. The proper care and maintenance of the Hardware shall be the Subscriber's sole responsibility.

d) SMART may allow the Subscriber credit for using the Service up to a certain level and SMART may set, revoke, or impose conditions on such credit limit at any time. The Subscriber may request for an increase or decrease in the credit limit subject to SMART's approval.

e) The Subscriber shall be liable for all outgoing calls, texts and other transactions, including those incurring roaming charges from the line regardless of who may make such calls, texts and other transactions, including those incurring roaming charges. Nonpayment of these charges or refusal on the part of the Subscriber to pay charges arising from these calls, texts and other transactions, including those incurring roaming charges shall be sufficient ground for SMART to discontinue the Service.

f) The Subscriber agrees to pay on or before the date specified in the Service bill ("Due Date") all charges stated on the bill. SMART may determine the billing period. Billing statement for the Service shall be rendered at regular intervals at the end of applicable billing cycles. Contested bills, if any, should be brought to the attention of SMART in writing within thirty (30) days from the receipt of the bill, otherwise the Subscriber shall be deemed to have accepted the correctness or accuracy of the bill. Any disputed amount resolved in favor of the Subscriber shall be credited to the Subscriber's account. Any disputed amount determined to be payable to SMART shall be due within fifteen (15) days from notice of resolution of the dispute.

g) Notwithstanding the non-receipt of any bill, it shall be the Subscriber's responsibility to inform itself of the outstanding fees or charges through the designated enterprise touchpoints of SMART and effect payment, without need of further demand on or before the Due Date.

h) The Subscriber shall be charged SMART's applicable roaming rate and the roaming service activation fee, if any, in the event that the Subscriber avails of SMART's International Roaming Service. The International Roaming Service is active, by default, unless the Subscriber requests otherwise. In case of the latter, the Subscriber shall be responsible for notifying SMART within forty-eight (48) hours before leaving the Philippines. SMART shall not be liable for the failure of roaming partner to provide services in the roaming area.

i) The Subscriber agrees that all payments shall be applied first to bills in arrears, including interest and penalties. The balance, if any, will be applied to the current obligation.

j) The Subscriber agrees not to transfer this Agreement or any right or interest originating therefrom, to any person or entity without prior written approval from SMART. Pending approval of such transfer, the Subscriber shall remain liable for any all accrued fees and charges.

k) The Subscriber agrees that all cheques and other payments shall be made payable directly to SMART/authorized collection partners and any cheque payment made out, or any payment in cash made directly, to any representative or salesman shall be invalid.

4. **ADVANCE PAYMENT AND CHARGES**

a) SMART may require an advance payment as a pre-requisite for providing the Service. The advance payment shall bear no interest and shall be applied to the Subscriber's final bill upon termination of the Service. In case the pre-payment is not sufficient to cover the final bill, SMART shall charge the Subscriber any deficiency. The balance of the advance payment, if any, shall be applied to other lines registered under the Subscriber's account. If there are no outstanding balances from other lines, the Subscriber may file a written request for refund within ninety (90) days from termination of the Service and the balance of the advance payment shall be refunded to the Subscriber, without interest, within ninety (90) days from approval of the refund.

b) The Subscriber shall be charged a nominal fee for the processing of any Service modification requests including, but not limited to, plan downgrade, change in mobile identification number (MIN) or Subscriber Identity Module (SIM) Card, Service reconnection, redelivery of Hardware/SIM.

5. LOSS OR DAMAGE OF SIM CARD

a) The security of the SIM Card and the confidentiality of the Personal Identification Number (PIN) as well as the proper care and maintenance of the SIM Card shall be the Subscriber's sole responsibility.

b) SMART, upon notification of lost SIM Card by Subscriber, shall immediately effect barring of outgoing calls / SMS/ data usage. All charges and fees accruing prior to the barring shall remain for the account of the Subscriber. The Subscriber should immediately request for a replacement SIM Card subject to fee, if any.

6. **SERVICE REDIRECTION**

In case of (a) non-payment of the overdue account; or (b) exceeding the credit limit; or (c) such other cases as may be determined by SMART, SMART reserves the right, without incurring any liability and at the Subscriber's expense, to redirect the Service partially or in full. Upon full compliance with the requirements of SMART, the Service may be restored partially or in full. Failure of the Subscriber to comply with SMART's requirements will give SMART the option to terminate the Service permanently, subject to RA 7925 and its implementing rules, and to charge the appropriate pre-termination fee, if any.

7. **TEMPORARY DISCONNECTION AND RESUMPTION OF SERVICE**

a) The Subscriber may request a temporary disconnection of the Service by giving not less than seven (7) days prior written notice to SMART and by settling all amounts due to SMART. Such temporary disconnection shall not constitute a termination of the affected line or this Agreement if it does not exceed six (6) months.

b) If the temporary disconnection is for a period of more than six (6) months, SMART reserves the right to terminate the affected line or this Agreement without prejudice to the rights of SMART including the right to recover all amounts due from the Subscriber hereunder including, but not limited to, the pre-termination fee, together with any expense and cost (including legal costs) incurred in recovering such amounts due and no refund of any advance payment will be made to the Subscriber.

c) The Subscriber may request for reconnection after a temporary disconnection and the contract term shall be extended for the same duration of the temporary disconnection period. SMART may charge the appropriate reconnection fee, if any.

8. FRAUDULENT AND UNAUTHORIZED USE

If the Subscriber or any other person, at the sole discretion of SMART, is found to use the Service including special usage offerings and promotions such as unlimited voice, unlimited SMS and unlimited internet services, for any abusive or fraudulent purpose or illegal activities, or is found to use abusive and/or indecent language to other subscribers or Company staff, or has submitted an application for Subscription through fraudulent means or has supplied any false/wrong information in connection with such application, SMART reserves the right to immediately disconnect the Service without prior notice and/or refuse to reconnect the Service. SMART also reserves the right to file the appropriate legal action against the erring Subscriber or person concerned, and to charge the appropriate pre-termination fee, if any. The Subscriber's right to use the Service is personal to the Subscriber or its Users. The Subscriber or any of its Users shall not engage in the following activities ("Unauthorized Activities")

a) Resale or any commercial use of the Service, without the prior express written consent of SMART;

b) Utilization of the Service in bypassing or in activity/is that tend to bypass the SMART network, billing and/or traffic routing;

c) Use of the Service in prohibited services like callback, dial back, unauthorized audio text, international and national simple resale (ISR/NISR), international revenue share fraud (IRSF), premium rate service (PRS) fraud, internet fraud, hacking, SMS spamming, SMS flooding, SMS hoax, and other similar services; or

d) Tampering, altering, modification, or unauthorized programming of the SIM Card or its digital reference.

The Subscriber shall likewise be liable to SMART for any and all compensation fee on account of any of the above Unauthorized Activities and unauthorized commercial use of the Service. The compensation fee is payable, without any limitation from the time the Unauthorized Activity occurred until the actual cessation thereof. A penalty equivalent to one hundred fifty percent (150%) of the computed revenue losses shall likewise be charged against the Subscriber if proven accountable for such Unauthorized Activity. For this purpose, SMART 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 compensation fee payable. In the absence of said record, SMART shall have 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 Service for any activity that is contrary to morals and public policy or which violates any ordinance, law, decree, order, regulation or treaty ("Illegal Activities").

The Subscriber agrees to indemnify and hold SMART free and harmless from any liability, suit, or damage arising from or connected with the Subscriber's Unauthorized Activities and/or Illegal Activities. The Subscriber further authorizes SMART to supply any and all information requested by any law enforcement or government agency/is, or other private entities, the latter within the limits provided or by law, relative to the Subscriber's subscription to the 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.

9. DATA PRIVACY

a) Subscriber agrees and consents to the disclosure and the processing/analyzing, either by the Company or by third parties on behalf of the Company, of personal information and data, including personal information, traffic, billing data for marketing and other purposes such as improving products and services. Specifically, Subscriber agrees and consents that the Company and its affiliates PLDT, PGC, Cignal, Voyager, Takatack, PayMaya and, ePLDT may use Subscriber personal information and data to: i) manage Subscriber account, carry out customer-care activities and train staff, including monitoring calls, emails or text messages that the subscriber sends to the Company and to perform after-sales transactions; ii) monitor the quality and security of the network and test and maintain the Company's IT systems; iii) analyze Subscriber's use of the services for marketing purposes, including, but not limited to, the calls and messages the subscriber sends and receives; iv) send to emergency services (if Subscriber makes an emergency call), including Subscriber's approximate location; v) contact the Subscriber with marketing messages such as cross-sell or upsell of current and new products/services, commercial and promotional advertisements, loyalty and rewards programs, and other broadcast push messages, which may include marketing; vi) perform credit scoring and sharing within the PLDT Group only; and

vii) provide government requirements and for the social good.

b) The Company does not include Subscriber details in any directory or directory- enquiry service. If Subscriber wants to have Subscriber information included in these services, Subscriber should contact the Company.

c) Subscribers may be contacted by the Company and its affiliates via any of the following channels: SMS, call out, email, USSD and its other digital assets, such as online apps.

d) Subscriber may amend, update, revise or delete certain parts of the personal information data provided to the Company at any time via app, email, phone call or visit to the Smart stores.

e) Subscriber may also take with him all the personal data details he provided to the Company when he leaves the network. This may be provided to him via a PDF file upon request of the Subscriber.

f) Should the Subscriber not want his personal information and data be disclosed to any third party, or the processing of the same or to receive marketing messages and other messages from the Company or from its affiliates or other organizations, Subscriber must immediately contact the Company through the website or by calling *888 via his mobile phone. More details on how the Company uses personal information and data of the Subscriber are available on the Privacy Policy of the SMART website.

g) Subscriber also agrees and consents to the disclosure and the processing/analyzing, either by SMART or by third parties on behalf of the Company, of personal information and data, including location profiling and interest profiling based on sites visited for marketing and other purposes. Subscriber acknowledges and agrees that the Company and its third parties may send him commercial and promotional advertisements, market research surveys and other broadcast push messages with regard to Value Added Services (VAS) and content, as well as perform credit scoring and data sharing.

10. EXCLUSION FROM LIABILITY

SMART shall not be liable for any loss, costs, compensation, damage or liability to the Subscriber or any third party arising directly or indirectly out of or in connection with the provision or use of the Service including, without prejudice to the generality of the foregoing, any loss, costs, compensation, damage or liability to the Subscriber or third parties caused by:

a) any delay, interruption, or termination of the Service, whether caused by administrative error, technical, mechanical, electrical, or

electronic fault or difficulty or any other reason or circumstances beyond SMART's control (including, but not limited to, acts of God, strike, labor disputes, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties or any change in legislation);

b) any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber howsoever caused;

c) theft or unauthorized use of the Hardware/SIM Card or any loss, costs, damages, or compensation incurred by or payable to any third party by the Subscriber;

d) any inherent defect in the Hardware or any defect or damage to the Hardware resulting from use other than in the normal and customary manner, subject to the warranties provided in Section 2(b); or

e) transmission or non-transmission of any illegal, false, misleading, derogatory, libelous, obscene or vulgar messages or information.

11. DISCONNECTION OR TERMINATION OF THE SERVICE

a) SMART may temporarily suspend or terminate the Service without prior notice if:

1) The Subscriber fails to pay promptly any amount due and payable hereunder;

2) The Subscriber commits a breach of any of the terms of this Agreement; or

3) The Subscriber becomes bankrupt, fails to pay its debts as they fall due or any of its assets becomes subject to any form of winding up, administration, receivership, insolvency proceedings or it enters into any arrangements with its creditor generally.

b) Without prejudice to any of the sub clause 10(a), SMART may discontinue or terminate the Service at any time by giving the Subscriber not less than thirty (30) days notice of such discontinuation or termination.

c) Any discontinuation or termination shall be without prejudice to the rights of SMART including the right to recover all amounts due from the Subscriber hereunder including, but not limited to, the pre-termination fee, if applicable, together with any expense and cost (including legal costs) incurred in recovering such amounts due. No refund of any advanced payment will be made to the Subscriber.

d) The Subscriber may terminate this Agreement at any time by giving SMART not less than thirty (30) days written notice of such termination, which shall become effective only upon settlement of all amounts due hereunder. Should the Subscriber pre-terminate this Agreement within the minimum contract term provided in the Smart Enterprise Service Application Form or Smart Enterprise Retention Form, the Subscriber shall pay the pre-termination fee. The Pre- Termination Fee will be the cost of the handset during the time of the signed application form.

e) I understand that Smart has the right to recover any amounts provided, such as, but not limited to:

1) Any subsidy provided by Smart to the Subscriber;

2) The value of the service unit; and

3) The value of any additional concessions given by Smart (i.e. free use of Smart products and services).

12. **INDEMNITY**

The Subscriber shall indemnify SMART against all liabilities, losses, damages, costs, charges, expenses (including legal costs) incurred by or brought against SMART arising directly or indirectly out of or in connection with any breach of the Subscriber's obligations hereunder.

13. **DISCLAIMER OF WARRANTY**

The Subscriber acknowledges that it has not relied on any warranty, express or implied with regards to the Service provided hereunder.

14. **VENUE**

The venue of all suits from this Agreement and of other suits directly or indirectly arising from the relationship between SMART and the Subscriber shall be exclusively in the proper courts in Makati City. The Subscriber hereby expressly waives claims to any other venue.

15. **COMPLAINTS**

Complaints against SMART or its agents should be brought to the attention of the designated enterprise touch points of SMART.

16. **OTHER CONDITIONS**

a) TRANSFER OF OWNERSHIP/MIGRATION/DOWNGRADE

The Subscriber agrees that any transfer of ownership or migration or plan downgrade or cancellation/termination/disconnection of the Service can only be made without charges after expiration of the lock-in period from activation date of the corporate lines and Service and shall be subject to SMART's approval. Otherwise, corresponding charges specified in the applicable Smart Enterprise Service Application Form or Smart Enterprise Retention Form and/or other related subscription contracts shall apply, if any.

The Subscriber further agrees to submit the required transfer documents and to fully settle the outstanding balance before any changes (e.g. transfer of ownership or migration, plan downgrade or cancellation/termination/disconnection of the Service) can be made. Any transfer of ownership or migration to individual account without submission of the required transfer documents will still make the Subscriber liable for all charges including, but not limited to, airtime charges.

b) For SIM only Subscriptions (if applicable)

This Agreement wholly applies for Corporate SIM-only Subscriptions. The Subscriber shall be fully responsible for the charges and possible legal circumstances in the event of Fraudulent and Unauthorized Use of the SIM by Users.

17. **CORPORATE GOVERNANCE**

The parties warrant and represent that their business activities are regulated by their own internal business rules or Corporate Governance policies which are compliant with each of their applicable laws.

As a condition precedent to the execution of this Agreement, the parties agree to exchange their relevant Corporate Governance policies for review to ensure that entering into this Agreement will not conflict with, violate or contravene any of these policies.

To the extent applicable to the implementation of this Agreement, the parties will comply with their respective internal business rules or Corporate Governance policies. In this connection, the parties shall [a] advise or inform each other about any violation, whether actual or potential, by any person of their respective and/or each other's policies in relation to this Agreement; [b] address or resolve such violation in accordance with their own internal business rules or Corporate Governance policies; and, [c] inform the other party of the action taken thereon. In the event that this Agreement is later found to be violative of the internal business rules or Corporate Governance policies of either party, the parties shall negotiate in good faith to amend and revise this Agreement to make it compliant with the internal business rules or Corporate Governance policies found to have been violated.

The parties finally agree that any dispute, breach or violation of this provision shall be dealt with, remedied and/or resolved in accordance with the appropriate provisions of this Agreement on dispute settlement.

18. **MISCELLANEOUS**

a) This Agreement shall be governed and construed in accordance with the laws of the Philippines.

b) This Agreement together with SMART's records shall be final and conclusive evidence of any dispute between SMART and the Subscriber.

c) SMART reserves the right at its absolute discretion to modify, delete or add to any of the regulatory-affecting terms of this Agreement by giving notice in writing to the Subscriber. All other terms may be modified with the written consent of the Subscriber.

d) This Agreement constitutes the entire agreement between SMART and the Subscriber and supersedes all previous agreements (if any) between the parties, and the Subscriber acknowledges that in agreeing to enter into this Agreement it has not relied on any representation warranty or other assurance (including any that may have been made by any authorized agent or dealer of SMART) except those set out in this Agreement.

e) SMART's right shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Subscriber.

f) No waiver by SMART of any breach shall operate as a waiver of any other subsequent breach.

g) All notices under this Agreement shall be in writing and sent to the registered office of SMART or the address of the Subscriber as stated in the Service Application Form or such other address which may be notified to SMART in writing from time to time.

h) Any complete or partial invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability for any other purpose of the remaining provisions.

i) Interest on all amounts outstanding to SMART shall accrue at the rate of 2% per month.

j) In case it will be necessary to use a lawyer or collection agency, the Subscriber shall pay 25% of the amount due as the collection or attorney's fees, in addition to billing for the Service, penalty and surcharges.

WAIVER:

I have fully read the information presented for Enterprise Unli-Lite Surf and its Terms & Conditions and understand the limitations and scope of Unli-Lite Surf. I understand and confirm that by signing this waiver and release I have given up future legal rights against any misunderstanding about the limitations of the Unli-Lite Surf service. I have signed this waiver voluntarily and my signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law.

eStatement Service Terms & Conditions for Smart Corporate Gold Plan

The provision for the SMART Electronic Statement (SMART eStatement) shall be governed by the following terms and conditions:

1.SMART eStatement Electronic Statement is a service that allows a SMART Gold corporate "subscriber" to receive an electronic copy of his billing statement in a protected file or any format prescribed by SMART at its own discretion through his registered e-mail address.

2.By applying in SMART eStatement, subscriber is waiving his right to receive printed bills via courier.

3.Enrollment to the SMART eStatement service shall be the responsibility of the company/subscriber.

4.SMART eStatement shall provide an electronic copy/softcopy of the billing statement to the subscriber's authenticated e-mail address once a month following the account's billing cycle every time a new bill becomes available. Subscriber may also opt to register their account online via My Smart http://www.smart.com.ph/connect.

5. It is the responsibility of the subscriber to make sure that his enrolled email address and mobile number are active to ensure that e-mail and SMS notifications are delivered to him.

6.Subscriber shall be responsible in enduring that the computer he uses to access his eStatement is free from malicious software which can collect account information and details to be used to perform unauthorized transactions. He should exercise discretion in accessing his account in public venues e.g. internet cafes, personal laptop on unsecured public WiFi.

7. Subscriber shall use his eStatement password to access the electronic copy of subscriber's billing statement sent to his email address.

8. Subscriber shall be responsible in safeguarding his eStatement of account. He will be responsible in protecting password.

9. Billing statement sent by SMART through the subscriber's e-mail address is a true copy and may be used as proof of billing when necessary.

10. Notwithstanding non-receipt of any billing notice via SMS or e-mail due to any of these possible reasons but not limited to – full inbox, inactive, or closed online mailboxes. tSP-related errors or problems with the subscriber's computer, mobile, or internet connection, etc. It shall be the subscriber's responsibility to inform himself of any amount payable and payment due date, through My Smart, mobile balance inquiry, Enterprise Support hotline or by visiting a SMART Wireless Center and make the necessary settlement on or before due date to ensure continuous service.

11. Enrollment in SMART eStatement is free of charge and shall remain active and enforced except when SMART invokes its right to terminate the SMART eStatement service for any reason at its sole discretion. Subscriber shall be notified of such termination.

12. By enrolling in SMART eStatement subscriber agree to these Terms & Conditions.

By voluntarily subscribing to Smart Postpaid Plan and using the Smart Postpaid service, I hereby confirm and agree that I will be responsible for my use of the Smart Postpaid service. I have been informed that I am aware that the Smart Postpaid service will only work best if and when 4G/HSDPA/LTE signal is present and strong. I am aware that the following conditions apply to my use of the Smart Postpaid service:

a) If I am using the Smart Postpaid service while mobile or in transit, there may be instances of slower connection/internet access. I fully understand that faster internet access will be experienced if I am surfing in one fixed area at a given time.

b) Web connectivity may be affected if I am surfing in areas where the Smart 4G/HSDPA/LTE signal is weak, such as basements, near elevators, and fire exit areas. To enjoy fast, online connection, I am aware that it is recommended that I surf in locations with less obstruction or near the window.

c) In excess of the free browsing hours that come with my Smart Postpaid Plan, I will be charged: P0.05/KB

I am aware that there may be areas where the Smart 4G/HSDPA/LTE signal is not strong at all times and I am still willing to avail of the said Smart Postpaid service and pay the corresponding amount. Upon availment of the Smart Postpaid service, I hereby agree to the Terms and Conditions of Smart Postpaid Service which I have read and/or which I have been properly informed of by a Smart Postpaid authorized sales agent/personnel.

REQUIREMENTS CHECKLIST
(For email applications: EnterpriseExtension@smart.com.ph)

- ☐ Complete Form ☐ Company ID (Front and Back)
- ☐ Gov't ID with signature (if company ID does not reflect employee signature)
- ☐ Endorsement Letter From HR indicating **Tenure and Communication Allowance**
- ☐ SOA or Statement of Commission

SERVICE APPLICATION FORM
ENTERPRISE EXTENSION v.2

○ **New Connect** ○ **Retention**

This field is for Retention only
Mobile Number:_____

Fill in all the required information. Do not leave an item blank. If item is not applicable, indicate "N/A"

Kindly write legibly and countersign any erasures.

Date Hired: _____

Employee #:_____

**Required*

SUBSCRIBER'S INFORMATION

SUBSCRIBER NAME: (Last Name/ First Name/ Middle Name)	
BIRTHDATE: (MM/DD/YYYY)	
RESIDENCE TEL. NUMBER:	BUSINESS NUMBER:
MOBILE NUMBER: *	
ACTIVE EMAIL ADDRESS: (default e-SOA email address)*	
COMPANY/BUSINESS NAME:	Position Title:

Shade or Mark (x, ✔) Your Preferred Postpaid Kit Delivery Address: ☐ **Business** ☐ **Residence**

BUSINESS ADDRESS (Building, Street, Baranggay, City/Province/Zip code): **Required*
Default Delivery Address if Preferred is not specified

RESIDENCE ADDRESS (Building,Street,Baranggay,City/Province/Zip Code): **Required*

PLAN DETAILS	1000 BYOD	1500 BYOD	2000 BYOD
Quantity			
Additional notes:			
PREMIUMS			
Calls (in minutes)			
to Smart	UNLI	UNLI	UNLI
to TNT	UNLI	UNLI	UNLI
to Sun	UNLI	UNLI	UNLI
to all networks	UNLI	UNLI	UNLI
to landline	UNLI	UNLI	UNLI
SMS (in SMS)			
to Smart	UNLI	UNLI	UNLI
to Sun	UNLI	UNLI	UNLI
to all networks	UNLI	UNLI	UNLI
to other mobile	UNLI	UNLI	UNLI
Internet (MB/GB)			
Open Data	**10GB**	**Non-Stop Surf**	**Non-Stop Surf**
Consumable	-	-	**P500**

RATES (VAT inc.)

Voice		SMS	
On-Net	P5.00	On-Net	P0.50
Off-Net	P5.00	Off-Net	P0.50
Landline	P5.00	**MMS**	
International		On-Net	P1.00
SMS	P10	Off-Net	P2.00
Voice ($ Rate)	USD 0.40	**Data**	
		KB	P0.05/KB

NEAREST RELATIVE INFORMATION *

Name:
Relationship:
Address:

Mobile Number:
Landline No:

**Required*

I affirm that the above given information and supporting documents are true and correct. I understand that I may be requested to submit requirements to facilitate the processing of this application. I signify agreement to the above provisions, **TERMS AND CONDITIONS** and the **e-SOA** set forth, found in this application form.

_____

Subscriber's Signature over Printed Name / Date Signed

SMART ENTERPRISE TERMS AND CONDITIONS

The Corporate Subscriber ("Subscriber") agrees to the provision of telecommunications services ("Service") under the terms and conditions hereinafter contained ("Agreement"). The Subscriber shall ensure that all its designated user/s or assignee/s with lines registered under the Subscriber's account ("User") shall comply with the terms and conditions of this Agreement and the Subscriber shall be responsible for the acts and omissions by any User. SMART Communications, Inc. ("SMART") agrees to provide the Service under the conditions stipulated herein.

1. **TERMS AND CONDITIONS**

This Agreement relates only to the Service provided by SMART and shall be in full force and effect from and after the actual date of approval by SMART of the application for the Service and shall continue until the end of the contract term as indicated in the Smart Enterprise Service Application Form, unless sooner terminated as provided herein. The Subscriber may continue by renewing the Service in writing after the said contract term by executing a Smart Enterprise Service Retention Form.

2. **HARDWARE**

a) This refers to all terminal equipment/unit issued by SMART connected to or used in conjunction with the Service ("Hardware"). SMART does not by this Agreement cover any representation or warranty for any telecommunications and related equipment that are not issued by SMART.

b) Hardware issued by SMART (except iPhone units) shall be subject to a seven (7) day replacement warranty commencing on the date of delivery of the Hardware. This warranty covers inherent defects only. After the 7- day period, the vendor's warranty terms and conditions shall apply and all warranty claims shall be made directly to the vendor's accredited service centers.

c)Special terms and conditions apply to iPhone units.

3. **PAYMENT TERMS**

a) The Subscriber shall pay all amounts due to SMART in respect of:

1)A monthly fixed fee for the Services;

2) All charges incurred in using the Service; and

3) Hardware cost, if applicable.

The fees paid or payable by the Subscriber to SMART pursuant to this Agreement shall be inclusive of all Philippine taxes. The Value Added Tax (VAT), if any, shall be for the account of the Subscriber, provided that SMART submits its VAT registration certificate upon request for the Service and issues a duly-registered VAT official receipt upon receipt of payment. In the event that the Subscriber will be required to withhold tax and remit the same to tax authorities, the Subscriber shall deduct the said tax from payments in relation to this Agreement. The Subscriber shall furnish SMART with the corresponding certificate of withholding tax within twenty (20) days after the end of each quarter.

b) The Subscriber agrees and assumes full responsibility for the charges incurred on the use of the Hardware and the Service pertaining to the lines registered under the Subscriber's account.

c) The Subscriber agrees that it shall be fully responsible for the settlement of Hardware cost, if any, subject of this Agreement. The Subscriber shall bind itself to be continuously responsible of the Hardware cost regardless of assignments and movements of its User/s or transfer of use/ loss/ damage of the Hardware. The proper care and maintenance of the Hardware shall be the Subscriber's sole responsibility.

d) SMART may allow the Subscriber credit for using the Service up to a certain level and SMART may set, revoke, or impose conditions on such credit limit at any time. The Subscriber may request for an increase or decrease in the credit limit subject to SMART's approval.

e) The Subscriber shall be liable for all outgoing calls, texts and other transactions, including those incurring roaming charges from the line regardless of who may make such calls, texts and other transactions, including those incurring roaming charges. Non-payment of these charges or refusal on the part of the Subscriber to pay charges arising from these calls, texts and other transactions, including those incurring roaming charges shall be sufficient ground for SMART to discontinue the Service.

f) The Subscriber agrees to pay on or before the date specified in the Service bill ("Due Date") all charges stated on the bill. SMART may determine the billing period. Billing statement for the Service shall be rendered at regular intervals at the end of applicable billing cycles. Contested bills, if any, should be brought to the attention of SMART in writing within thirty (30) days from the receipt of the bill, otherwise the Subscriber shall be deemed to have accepted the correctness or accuracy of the bill. Any disputed amount resolved in favor of the Subscriber shall be credited to the Subscriber's account. Any disputed amount determined to be payable to SMART shall be due within fifteen (15) days from notice of resolution of the dispute.

g) Notwithstanding the non-receipt of any bill, it shall be the Subscriber's responsibility to inform itself of the outstanding fees or charges through the designated enterprise touchpoints of SMART and effect payment, without need of further demand on or before the Due Date.

h) The Subscriber shall be charged SMART's applicable roaming rate and the roaming service activation fee, if any, in the event that the Subscriber avails of SMART's International Roaming Service. The International Roaming Service is active, by default, unless the Subscriber requests otherwise. In case of the latter, the Subscriber shall be responsible for notifying SMART within forty-eight (48) hours before leaving the Philippines. SMART shall not be liable for the failure of roaming partner to provide services in the roaming area.

i) The Subscriber agrees that all payments shall be applied first to bills in arrears, including interest and penalties. The balance, if any, will be applied to the current obligation.

j) The Subscriber agrees not to transfer this Agreement or any right or interest originating therefrom, to any person or entity without prior written approval from SMART. Pending approval of such transfer, the Subscriber shall remain liable for any all accrued fees and charges.

k) The Subscriber agrees that all cheques and other payments shall be made payable directly to SMART/authorized collection partners and any cheque payment made out, or any payment in cash made directly, to any representative or salesman shall be invalid.

4. **ADVANCE PAYMENT AND CHARGES**

a) SMART may require an advance payment as a pre-requisite for providing the Service. The advance payment shall bear no interest and shall be applied to the Subscriber's final bill upon termination of the Service. In case the pre-payment is not sufficient to cover the final bill, SMART shall charge the Subscriber any deficiency. The balance of the advance payment, if any, shall be applied to other lines registered under the Subscriber's account. If there are no outstanding balances from other lines, the Subscriber may file a written request for refund within ninety (90) days from termination of the Service and the balance of the advance payment shall be refunded to the Subscriber, without interest, within ninety (90) days from approval of the refund.

b) The Subscriber shall be charged a nominal fee for the processing of any Service modification requests including, but not limited to, plan downgrade, change in mobile identification number (MIN) or Subscriber Identity Module (SIM) Card, Service reconnection, redelivery of Hardware/SIM.

5. **LOSS OR DAMAGE OF SIM CARD**

a) The security of the SIM Card and the confidentiality of the Personal Identification Number (PIN) as well as the proper care and maintenance of the SIM Card shall be the Subscriber's sole responsibility.

b) SMART, upon notification of lost SIM Card by Subscriber, shall immediately effect barring of outgoing calls / SMS/ data usage. All charges and fees accruing prior to the barring shall remain for the account of the Subscriber. The Subscriber should immediately request for a replacement SIM Card subject to fee, if any.

6. **SERVICE REDIRECTION**

In case of (a) non-payment of the overdue account; or (b) exceeding the credit limit; or (c) such other cases as may be determined by SMART, SMART reserves the right, without limiting any liability and at the Subscriber's expense, to redirect the Service partially or in full. Upon full compliance with the requirements of SMART, the Service may be restored partially or in full. Failure of the Subscriber to comply with SMART's requirements will give SMART the option to terminate the Service permanently, subject to RA 7925 and its implementing rules, and to charge the appropriate pre-termination fee, if any.

7. **TEMPORARY DISCONNECTION AND RESUMPTION OF SERVICE**

a) The Subscriber may request a temporary disconnection of the Service by giving not less than seven (7) days prior written notice to SMART and by settling all amounts due to SMART. Such temporary disconnection shall not constitute a termination of the affected line or this Agreement if it does not exceed six (6) months.

b) If the temporary disconnection is for a period of more than six (6) months, SMART reserves the right to terminate the affected line or this Agreement without prejudice to the rights of SMART including the right to recover all amounts due from the Subscriber hereunder including, but not limited to, the pre-termination fee, together with any expense and cost (including legal costs) incurred in recovering such amounts due and no refund of any advance payment will be made to the Subscriber.

c) The Subscriber may request for reconnection after a temporary disconnection and the contract term shall be extended for the same duration of the temporary disconnection period. SMART may charge the appropriate reconnection fee, if any.

8. FRAUDULENT AND UNAUTHORIZED USE

If the Subscriber or any other person, at the sole discretion of SMART, is found to use the Service including special usage offerings and promotions such as unlimited voice, unlimited SMS and unlimited internet services, for any abusive or fraudulent purpose or illegal activities, or is found to use abusive and/or indecent language to other subscribers or Company staff, or has submitted an application for Subscription through fraudulent means or has supplied any false/wrong information in connection with such application, SMART reserves the right to immediately disconnect the Service without prior notice and/or refuse to reconnect the Service. SMART also reserves the right to file the appropriate legal action against the erring Subscriber or person concerned, and to charge the appropriate pre-termination fee, if any.

The Subscriber's right to use the Service is personal to the Subscriber or its Users. The Subscriber or any of its Users shall not engage in the following activities ("Unauthorized Activities")

a) Resale or any commercial use of the Service, without the prior express written consent of SMART;

b) Utilization of the Service in bypassing or in activity/ies that tend to bypass the SMART network, billing and/or traffic routing;

c) Use of the Service in prohibited services like callback, dial back, unauthorized audio text, international and national simple resale (ISR/NISR), international revenue share fraud (IRSF), premium rate service (PRS) fraud, internet fraud, hacking, SMS spamming, SMS flooding, SMS hoax, and other similar services; or

d) Tampering, altering, modification, or unauthorized programming of the SIM Card or its digital reference.

The Subscriber shall likewise be liable to SMART for any and all compensation fee on account of any of the above Unauthorized Activities and unauthorized commercial use of the Service. The compensation fee is payable, without any limitation from the time the Unauthorized Activity occurred until the actual cessation thereof. A penalty equivalent to one hundred fifty percent (150%) of the computed revenue losses shall likewise be charged against the Subscriber if proven accountable for such Unauthorized Activity. For this purpose, SMART 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 compensation fee payable. In the absence of said record, SMART shall have 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 Service for any activity that is contrary to morals and public policy or which violates any ordinance, law, decree, order, regulation or treaty ("Illegal Activities").

The Subscriber agrees to indemnify and hold SMART free and harmless from any liability, suit, or damage arising from or connected with the Subscriber's Unauthorized Activities and/or Illegal Activities. The Subscriber further authorizes SMART to supply any and all information requested by any law enforcement or government agency/ies, or other private entities, the latter within the limits provided or by law, relative to the Subscriber's subscription to the 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.

9. DATA PRIVACY

a) Subscriber agrees and consents to the disclosure and the processing/analyzing, either by the Company or by third parties on behalf of the Company, of personal information and data, including personal information, traffic, billing data for marketing and other purposes such as improving products and services. Specifically, Subscriber agrees and consents that the Company and its affiliates PLDT, PGC, Cignal, Voyager, Takatack, PayMaya and, ePLDT may use Subscriber personal information and data to: i) manage Subscriber account, carry out customer-care activities and train staff, including monitoring calls, emails or text messages that the subscriber sends to the Company and to perform after-sales transactions; ii) monitor the quality and security of the network and test and maintain the Company's IT systems; iii) analyze Subscriber's use of the services for marketing purposes, including, but not limited to, the calls and messages the subscriber sends and receives; iv) send to emergency services (if Subscriber makes an emergency call), including Subscriber's approximate location; v) contact the Subscriber with marketing messages such as cross-sell or upsell of current and new products/services, commercial and promotional advertisements, loyalty and rewards programs, and other broadcast push messages, which may include marketing; vi) perform credit scoring and sharing within the PLDT Group only; and vii) provide government requirements and for the social good.

b) The Company does not include Subscriber details in any directory or directory- enquiry service. If Subscriber wants to have Subscriber information included in these services, Subscriber should contact the Company.

c) Subscribers may be contacted by the Company and its affiliates via any of the following channels: SMS, call out, email, USSD and its other digital assets, such as online apps.

d) Subscriber may amend, update, revise or delete certain parts of the personal information data provided to the Company at any time via app, email, phone call or visit to the Smart stores.

e) Subscriber may also take with him all the personal data details he provided to the Company when he leaves the network. This may be provided to him via a PDF file upon request of the Subscriber.

f) Should the Subscriber not want his personal information and data be disclosed to any third party, or the processing of the same or to receive marketing messages and other messages from the Company or from its affiliates or other organizations, Subscriber must immediately contact the Company through the website or by calling *888 via his mobile phone. More details on how the Company uses personal information and data of the Subscriber are available on the Privacy Policy of the SMART website.

g) Subscriber also agrees and consents to the disclosure and the processing/analyzing, either by SMART or by third parties on behalf of the Company, of personal information and data, including location profiling and interest profiling based on sites visited for marketing and other purposes. Subscriber acknowledges and agrees that the Company and its third parties may send him commercial and promotional advertisements, market research surveys and other broadcast push messages with regard to Value Added Services (VAS) and content, as well as perform credit scoring and data sharing.

10. EXCLUSION FROM LIABILITY

SMART shall not be liable for any loss, costs, compensation, damage or liability to the Subscriber or any third party arising directly or indirectly out of or in connection with the provision or use of the Service including, without prejudice to the generality of the foregoing, any loss, costs, compensation, damage or liability to the Subscriber or third parties caused by:

a) any delay, interruption, or termination of the Service, whether caused by administrative error, technical, mechanical, electrical, or

electronic fault or difficulty or any other reason or circumstances beyond SMART's control (including, but not limited to, acts of God, strike, labor disputes, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties or any change in legislation);

b) any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber howsoever caused;

c) theft or unauthorized use of the Hardware/SIM Card or any loss, costs, damages, or compensation incurred by or payable to any third party by the Subscriber;

d) any inherent defect in the Hardware or any defect or damage to the Hardware resulting from use other than in the normal and customary manner, subject to the warranties provided in Section 2(b); or

e) transmission or non-transmission of any illegal, false, misleading, derogatory, libelous, obscene or vulgar messages or information.

11. DISCONNECTION OR TERMINATION OF THE SERVICE

a) SMART may temporarily suspend or terminate the Service without prior notice if:

1) The Subscriber fails to pay promptly any amount due and payable hereunder;

2) The Subscriber commits a breach of any of the terms of this Agreement; or

3) The Subscriber becomes bankrupt, fails to pay its debts as they fall due or any of its assets becomes subject to any form of winding up, administration, receivership, insolvency proceedings or it enters into any arrangements with its creditor generally.

b) Without prejudice to any of the sub clause 10(a), SMART may discontinue or terminate the Service at any time by giving the Subscriber not less than thirty (30) days notice of such discontinuation or termination.

c) Any discontinuation or termination shall be without prejudice to the rights of SMART including the right to recover all amounts due from the Subscriber hereunder including, but not limited to, the pre-termination fee, if applicable, together with any expense and cost (including legal costs) incurred in recovering such amounts due. No refund of any advanced payment will be made to the Subscriber.

d) The Subscriber may terminate this Agreement at any time by giving SMART not less than thirty (30) days written notice of such termination, which shall become effective only upon settlement of all amounts due hereunder. Should the Subscriber pre-terminate this Agreement within the minimum contract term provided in the Smart Enterprise Service Application Form or Smart Enterprise Retention Form, the Subscriber shall pay the pre-termination fee. The Pre- Termination Fee will be the cost of the handset during the time of the signed application form.

e) I understand that Smart has the right to recover any amounts provided, such as, but not limited to:

1) Any subsidy provided by Smart to the Subscriber;

2) The value of the service unit; and

3) The value of any additional concessions given by Smart (i.e. free use of Smart products and services).

12. **INDEMNITY**

The Subscriber shall indemnify SMART against all liabilities, losses, damages, costs, charges, expenses (including legal costs) incurred by or brought against SMART arising directly or indirectly out of or in connection with any breach of the Subscriber's obligations hereunder.

13. **DISCLAIMER OF WARRANTY**

The Subscriber acknowledges that it has not relied on any warranty, express or implied with regards to the Service provided hereunder.

14. **VENUE**

The venue of all suits from this Agreement and of other suits directly or indirectly arising from the relationship between SMART and the Subscriber shall be exclusively in the proper courts in Makati City. The Subscriber hereby expressly waives claims to any other venue.

15. **COMPLAINTS**

Complaints against SMART or its agents should be brought to the attention of the designated enterprise touch points of SMART.

16. **OTHER CONDITIONS**

a) TRANSFER OF OWNERSHIP/MIGRATION/DOWNGRADE

The Subscriber agrees that any transfer of ownership or migration or plan downgrade or

cancellation/termination/disconnection of the Service can only be made without charges after expiration of the lock-in period from activation date of the corporate lines and Service and shall be subject to SMART's approval. Otherwise, corresponding charges specified in the applicable Smart Enterprise Service Application Form or Smart Enterprise Retention Form and/or other related subscription contracts shall apply, if any.

The Subscriber further agrees to submit the required transfer documents and to fully settle the outstanding balance before any change (e.g. transfer of ownership or migration, plan downgrade or cancellation/termination/disconnection of the Service) can be made. Any transfer of ownership or migration to individual account without submission of the required transfer documents will still make the Subscriber liable for all charges including, but not limited to, airtime charges.

b) For SIM only Subscriptions (if applicable)

This Agreement wholly applies for Corporate SIM-only Subscriptions. The Subscriber shall be fully responsible for the charges and possible legal circumstances in the event of Fraudulent and Unauthorized Use of the SIM by Users.

17. **CORPORATE GOVERNANCE**

The parties warrant and represent that their business activities are regulated by their own internal business rules or Corporate Governance policies which are compliant with each of their applicable laws.

As a condition precedent to the execution of this Agreement, the parties agree to exchange their relevant Corporate Governance policies for review to ensure that entering into this Agreement will not conflict with, violate or contravene any of these policies.

To the extent applicable to the implementation of this Agreement, the parties will comply with their respective internal business rules or Corporate Governance policies. In this connection, the parties shall (a) advise or inform each other about any violation, whether actual or potential, by any person of their respective and/or each other's policies in relation to this Agreement; (b) address or resolve such violation in accordance with their own internal business rules or Corporate Governance policies; and, (c) inform the other party of the action taken thereon. In the event that this Agreement is later found to be violative of the internal business rules or Corporate Governance policies of either party, the parties shall negotiate in good faith to amend and revise this Agreement to make it compliant with the internal business rules or Corporate Governance policies found to have been violated.

The parties finally agree that any dispute, breach or violation of this provision shall be dealt with, remedied and/or resolved in accordance with the appropriate provisions of this Agreement on dispute settlement.

18. **MISCELLANEOUS**

a) This Agreement shall be governed and construed in accordance with the laws of the Philippines.

b) This Agreement together with SMART's records shall be final and conclusive evidence of any dispute between SMART and the Subscriber.

c) SMART reserves the right at its absolute discretion to modify, delete or add to any of the regulatory-affecting terms of this Agreement by giving notice in writing to the Subscriber. All other terms may be modified with the written consent of the Subscriber.

d) This Agreement constitutes the entire agreement between SMART and the Subscriber and supersedes all previous agreements (if any) between the parties, and the Subscriber acknowledges that in agreeing to enter into this Agreement it has not relied on any representation warranty or other assurance (including any that may have been made by any authorized agent or dealer of SMART) except those set out in this Agreement.

e) SMART's right shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Subscriber.

f) No waiver by SMART of any breach shall operate as a waiver of any other subsequent breach.

g) All notices under this Agreement shall be in writing and sent to the registered office of SMART or the address of the Subscriber as stated in the Service Application Form or such other address which may be notified to SMART in writing from time to time.

h) Any complete or partial invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability for any other purpose of the remaining provisions.

i) Interest on all amounts outstanding to SMART shall accrue at the rate of 2% per month.

j) In case it will be necessary to use a lawyer or collection agency, the Subscriber shall pay 25% of the amount due as the collection or attorney's fees, in addition to billing for the Service, penalty and surcharges.

WAIVER:

I have fully read the information presented for Enterprise Uni-Lite Surf and its Terms & Conditions and understand the limitations and scope of Uni-Lite Surf. I understand and confirm that by signing this waiver and release I have given up future legal rights against any misunderstanding about the limitations of the Uni-Lite Surf service. I have signed this waiver voluntarily and my signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law.

eStatement Service Terms & Conditions for Smart Corporate Gold Plan

The provision for the SMART Electronic Statement (SMART eStatement) shall be governed by the following terms and conditions:

1.SMART eStatement Electronic Statement is a service that allows a SMART Gold corporate "subscriber" to receive an electronic copy of his billing statement in a protected file or any format prescribed by SMART at its own discretion through his registered e-mail address.

2.By applying in SMART eStatement, subscriber is waiving his right to receive printed bills via courier.

3.Enrollment to the SMART eStatement service shall be the responsibility of the company/subscriber.

4.SMART eStatement shall provide an electronic copy/softcopy of the billing statement to the subscriber's authenticated e-mail address once a month following the account's billing cycle every time a new bill becomes available. Subscriber may also opt to register their account online via My Smart http://www.smart.com.ph/connect.

5. It is the responsibility of the subscriber to make sure that his enrolled email address and mobile number are active to ensure that e-mail and SMS notifications are delivered to him.

6.Subscriber shall be responsible in enduring that the computer he uses to access his eStatement is free from malicious software which can collect account information and details to be used to perform unauthorized transactions. He should exercise discretion in accessing his account in public venues e.g. internet cafes, personal laptop on unsecured public WiFi.

7. Subscriber shall use his eStatement password to access the electronic copy of subscriber's billing statement sent to his email address.

8. Subscriber shall be responsible in safeguarding his eStatement of account. He will be responsible in protecting password.

9. Billing statement sent by SMART through the subscriber's e-mail address is a true copy and may be used as proof of billing when necessary.

10. Notwithstanding non-receipt of any billing notice via SMS or e-mail due to any of these possible reasons but not limited to – full inbox, inactive, or closed online mailboxes. ISP- related errors or problems with the subscriber's computer, mobile, or internet connection, etc. It shall be the subscriber's responsibility to inform himself of any amount payable and payment due date, through My Smart, mobile balance inquiry, Enterprise Support hotline or by visiting a SMART Wireless Center and make the necessary settlement on or before due date to ensure continuous service.

11. Enrollment in SMART eStatement is free of charge and shall remain active and enforced except when SMART invokes its right to terminate the SMART eStatement service for any reason at its sole discretion. Subscriber shall be notified of such termination.

12. By enrolling in SMART eStatement subscriber agree to these Terms & Conditions.

By voluntarily subscribing to Smart Postpaid Plan and using the Smart Postpaid service, I hereby confirm and agree that I will be responsible for my use of the Smart Postpaid service. I have been informed that I am aware that the Smart Postpaid service will only work best if and when 4G/HSDPA/LTE signal is present and strong. I am aware that the following conditions apply to my use of the Smart Postpaid service:

a) If I am using the Smart Postpaid service while mobile or in transit, there may be instances of slower connection/internet access. I fully understand that faster internet access will be experienced if I am surfing in one fixed area at a given time.

b) Web connectivity may be affected if I am surfing in areas where the Smart 4G/HSDPA/LTE signal is weak, such as basements, near elevators, and fire exit areas. To enjoy fast, online connection, I am aware that it is recommended that I surf in locations with less obstruction or near the window.

c) In excess of the free browsing hours that come with my Smart Postpaid Plan, I will be charged: P0.05/KB

I am aware that there may be areas where the Smart 4G/HSDPA/LTE signal is not strong at all times and I am still willing to avail of the said Smart Postpaid service and pay the corresponding amount. Upon availment of the Smart Postpaid service, I hereby agree to the Terms and Conditions of Smart Postpaid Service which I have read and/or which I have been properly informed of by a Smart Postpaid authorized sales agent/personn

Notwithstanding the non-receipt of any bill, it shall be the Subscriber's responsibility to inform himself of his outstanding fees or charges through the SMART Website, Customer Care Hotline, or any SMART Store and effect payment, without need for further notice or demand on or before the Due Date. Subscriber acknowledges that SMART has advised him that SMART may suspend Service in case of the Subscriber's failure to pay any bill on or before the specified Due Date. SMART shall bill the Subscriber at monthly intervals but reserves the right to alter the date of billing or interval of billing.

4.2 Billing Disputes. If the Subscriber in good faith disputes any portion of the SMART Statement of Account, the Subscriber shall submit to SMART, within fifteen (15) days from Statement of Account date, full payment of the undisputed portion of the Statement of Account and written documentation identifying and substantiating the disputed amount. If the Subscriber does not report a dispute within the said fifteen (15) day period, the Subscriber shall irrevocably waive his dispute rights for that Statement of Account and the billing shall be deemed to be correct and final. Any disputed amount resolved in favor of the Subscriber shall be credited to the Subscriber's account on the next Statement of Account. Any disputed amount determined to be payable to SMART shall be due within seven (7) days of the resolution of the dispute. If the Subscriber withholds the disputed amount thereafter or within the time required fails to provide supporting information in writing that sets out a legitimate basis under this Agreement for disputing any charges, the Subscriber's account shall be deemed to be past due and unpaid. In such event, SMART shall be entitled to pursue any and all legal remedies provided in this Agreement, including suspension or disconnection of Service.

4.3 Penalties. SMART shall charge interest equivalent to one and a half percent (1.5%) per month for all accounts not paid by the Due Date, plus a late payment charge equivalent to one and a half percent (1.5%) per month, until the date of payment.

4.4 Repair and Maintenance. Subscriber shall be entitled to free spare parts and service for non-performance of the CPE and/or Peripherals due to factory defects for the term of this Agreement. However, the cost of repair and maintenance of CPE and/or Peripherals as a result of damage due to the act or negligence of Subscriber shall be for the account of the Subscriber.

4.5 Loss or Damage. The Subscriber shall be liable should any CPE and/or Peripherals be damaged or lost due to the Subscriber's acts or omissions, and the Subscriber shall be charged for the replacement value of the same.

4.6 Rebates. Rebate computation shall be as follows:

Rebate for the Month = (Monthly Rental) x (Total downtime for the month (in hrs.) 730 Hrs.

This Rebate is subject to the following conditions:

a. All applicable rebates will be computed based on SMART's Corporate Helpdesk (6727288 or *2888) records.

b. Subscriber shall be responsible to report to SMART Helpdesk any outages experienced by the network.

c. The following outages are not subject to rebates:

- Outages due to Subscriber's fault, equipment failure and applications;
- Power failure in Subscriber's sites;
- Scheduled maintenance; and
- Force Majeure - SMART shall not have any liability whatsoever or be deemed to be in default for any delay or failure in the performance under this Terms & Conditions resulting from acts beyond its control, including without limitation acts of God, acts or regulations of any governmental or supranational authority, war or national emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial - disputes (whether or not involving SMART's employees) or epidemics.

5.0 Data Privacy

5.1 Subscriber agrees and consents to the disclosure and the processing/analyzing, either by the Company or by third parties on behalf of the Company, of personal information and data, including personal information, traffic, billing data for marketing and other purposes such as improving products and services. Specifically, Subscriber agrees and consents that the Company and its affiliates PLDT, PGC, Cignal, Voyager, Takatack, PayMaya and, ePLDT may use Subscriber personal information and data to: a) manage Subscriber account, carry out customer-care activities and train staff, including monitoring calls, emails or text messages that the subscriber sends to the Company and to perform after-sales transactions; b) monitor the quality and security of the network and test and maintain the Company's IT systems; c) analyze Subscriber's use of the services for marketing purposes, including, but not limited to, the calls and messages the subscriber sends and receives; d) send to emergency services (if Subscriber makes an emergency call), including Subscriber's approximate location; e) contact the Subscriber with marketing messages such as cross-sell or upsell of current and new products/services, commercial and promotional advertisements, loyalty and rewards programs, and other broadcast push messages, which may include marketing; f) perform credit scoring and sharing within the PLDT Group only; and vii) provide government requirements and for the social good.

5.2 The Company does not include Subscriber details in any directory or directory-enquiry service. If Subscriber wants to have Subscriber information included in these services, Subscriber should contact the Company.5.3 Subscribers may be contacted by the Company and its affiliates via any of the following channels: SMS, call out, email, USSD and its other digital assets, such as online apps.

5.4 Subscriber may amend, update, revise or delete certain parts of the personal information data provided to the Company at any time via app, email, phone call or visit to the Smart stores.

5.5 Subscriber may also take with him all the personal data details he provided to the Company when he leaves the network. This may be provided to him via a PDF file upon request of the Subscriber.

5.6 Should the Subscriber not want his personal information and data be disclosed to any third party, or the processing of the same or to receive marketing messages and other messages from the Company or from its affiliates or other organizations, Subscriber must immediately contact the Company through the website or by calling *888 via his mobile phone. More details on how the Company uses personal information and data of the Subscriber are available on the Privacy Policy of the SMART website.

5.7 Subscriber also agrees and consents to the disclosure and the processing/analyzing, either by SMART or by third parties on behalf of the Company, of personal information and data, including location profiling and interest profiling based on sites visited for marketing and other purposes. Subscriber acknowledges and agrees that the Company and its third parties may send him commercial and promotional advertisements, market research surveys and other broadcast push messages with regard to Value Added Services (VAS) and content, as well as perform credit scoring and data sharing.

6.0 Suspension / Disconnection of Service

6.1 Default. Subscriber agrees that in the event of failure to pay the Monthly Service Fee and other charges by the Due Date, subscription account shall no longer be deemed current and at the option of SMART the Service may be suspended, or discontinued without the need for judicial declaration, and the provisions on termination shall apply.

6.2 Disconnection. Subscriber agrees that SMART may without prior notice, disconnect the Service of any Subscriber whose bill remains unpaid after the specified Due Date. The Subscriber also agrees that SMART may temporarily suspend the Service in any of the following instances:

- Violation by the Subscriber of the terms and condition of this Agreement;
- Misrepresentation or false statements by the Subscriber in the application for Service;
- Illegal connection or use of unauthorized equipment or accessories;
- Suspicious fraudulent misuse or abuse of Service, CPE and/or Peripherals;
- Unauthorized transfer of Service;
- Failure to notify SMART of change in billing address; or
- Any other analogous cause.

Whenever the disconnection leads to eventual termination, the effects of such termination shall retroact to the date of disconnection for the purpose of computing pre-termination charges. Disconnection shall become permanent upon failure of Subscriber to correct or rectify the ground for discontinuance of Service within thirty (30) days from suspension of Service. Disconnection of Service shall not be construed as a waiver of the outstanding tariff, charges, penalties, and surcharges accruing on overdue bills. The Subscriber agrees to hold SMART free and harmless from any liability and waives any action against the latter, which may arise as a result of such suspension or disconnection of Service.

6.3 Reconnection. In the event of suspension or disconnection, SMART may at its option restore Service and/or rectify the cause of suspension upon payment of all outstanding obligations by the Subscriber, including any and all applicable fees.

7.0 Termination of Service

7.1 Termination by the Subscriber. The Subscriber may terminate his subscription in writing by giving one (1) month prior notice for cancellation and by fully settling all his outstanding obligations with SMART. If termination is made, Subscriber shall pay a pre-termination fee in the amount of the full Monthly Service Fee (SBEE Internet subscription) multiplied by the number of the months balance of the unexpired months based on the contract period or may be specified at the sole discretion of SMART. In determining the unexpired period, a fraction of a month shall be considered as one (1) month. *Total Pre-termination Charge = No. of months remaining in the contract x (Current Monthly Charge)

7.2 Termination by SMART. SMART may terminate the Service or this Agreement for non-payment or delay in payment of the Subscriber's accountabilities or violation by the Subscriber of any provision of this Agreement or for such other causes set forth in this Agreement. A penalty amounting to the total pre-termination charge* (For computation refer to clause 7.1) will be imposed on the Subscriber should SMART terminate the provision of the Service due to the Subscriber's violation of this Agreement.

7.3 Subscriber Liability. The Subscriber possesses the CPE and/or Peripherals in trust for and on behalf of SMART. In the event that the Subscription is terminated for whatsoever reason, or if SMART disconnects the Service or terminates use of CPE and/or Peripherals equipment for non-payment or delay in the payment of the Subscriber's accountabilities or violation of the terms and conditions of this Agreement, the Subscriber hereby authorizes SMART, its agents or representatives to enter the Subscriber's premises where the CPE and/or Peripherals are installed, and allow SMART to pull out or remove such CPE and/or Peripherals.

7.4 Pullout of CPE and/or Peripherals. Upon termination of the Service, for any reason whatsoever, SMART shall have the right to pull-out the CPE and/or Peripherals.

8.0 Indemnification and Use of Service

8.1 General. The Subscriber shall indemnify and hold harmless SMART, its affiliates, partners, directors, officers, employees, shareholders, agents and representatives from and against all claims, causes of actions, judgments, damages, expenses and liabilities arising from or in connection with (a) the use of the Service by Subscriber other than as permitted by this Agreement, and (b) the content of material that the Subscriber transmits through use of the Service including, but not limited to, claims for defamation, invasion of privacy, disparagement and / or alleged violation of trademark or copyright.

8.2 "As Is" Services. The Subscriber acknowledges that the Service is provided "as is". SMART, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE DATA/OR INFORMATION AVAILABLE ON ITS SYSTEM, OR RESIDING ON OR PASSING THROUGH ITS INTERCONNECTING NETWORKS, OR THAT THE SMART SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. SMART EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT POSSIBLE BY LAW.

8.3 Venue of Suits and Litigation Expenses. In case of litigation arising out of this Agreement, all suits shall be exclusively filed with the proper court of Makati City only. The Subscriber hereby expressly waives all claims to any other venues. The Subscriber shall, in addition to the amount due and collectible, pay twenty-five (25%) of such amount as attorney's fees and an equivalent amount for cost of suit.

9.0 Miscellaneous

9.1 Entire Agreement. This Agreement together with all attachments incorporated herein specifically by reference, represents the entire understanding of the Parties with respect to the subject matter hereof and all other agreements, whether written or oral, between the Parties relating to the Service shall be superseded by this Agreement. In entering into this Agreement, neither Party is relying upon any representation of warranties that are not set forth in this Agreement.

9.2 Assignment by SMART. SMART reserves the right to transfer or assign its rights and obligations under this Agreement whether in parts or in whole to any third party.

9.3 Modification. SMART reserves the right at its absolute discretion to modify, delete or add to any of the terms and conditions of this Agreement by giving notice in writing to the Subscriber.

9.4 Separability Clause. The Parties also agree that should any provision in this Agreement be declared void, invalid or ineffective for any reason whatsoever, the validity of the remaining provisions shall not be affected and shall continue to be binding.

9.5 Waiver. No waiver by SMART of any breach shall operate as a waiver of any other or subsequent breach. SMART shall not be prejudiced or restricted by any concessions, indulgence of forbearance the Subscriber.