



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

-  BYOD Sim only Plan (Page 2-4)
-  Smart Bro Plan (Page 5-7)
-  Mobile Postpaid **with Handset** (Page 8-10)
-  Infinity Limitless Plan (10-13)

OTHER REQUIREMENTS CHECKLIST:

- Company ID (if with signature, no need for Government ID)
- Government ID with Signature (additional requirement if Company ID has no signature)
- Certificate of Employment with Compensation

Other financial documents in lieu of COE:

- ✓ 1 Month Latest Payslip reflecting Date Hired or Employee Status
- ✓ 1 Month Latest Payslip + screenshot of Employee Profile from company portal reflecting Date Hired or Employee Status
- ✓ Business Card with position (for Managers and Up only)

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

- Complete Form & Signed Subscriber Declaration
- Certificate of Employment / 1 Month Latest Payslip (if with date hired/employee status)
- Company ID (Front and Back)
- Primary Government Issued ID



SERVICE APPLICATION FORM
ENTERPRISE EXTENSION v.2

Date Hired: _____
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'S INFORMATION

<input type="checkbox"/> NEW CONNECT	<input type="checkbox"/> RETENTION	Mobile Min for Retention _____
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: <input type="checkbox"/> Office <input type="checkbox"/> Residence - Please attach Proof of Billing		
OFFICE ADDRESS (Building, Street, Baranggay, City/Province/Zip code): *Required <i>Default Delivery Address if Preferred is not specified</i>		
RESIDENCE ADDRESS (Building, Street, Baranggay, City/Province/Zip Code): *Required		

PLAN DETAILS	300 BYOD	500 BYOD	800 BYOD	1000 BYOD	1500 BYOD	2000 BYOD
Quantity						

Additional notes:

PREMIUMS

Calls (in minutes)

to Smart	UNLI	UNLI	UNLI	UNLI	UNLI	UNLI
to TNT	UNLI	UNLI	UNLI	UNLI	UNLI	UNLI
to Sun	UNLI	UNLI	UNLI	UNLI	UNLI	UNLI
to all networks	UNLI	UNLI	UNLI	UNLI	UNLI	UNLI
to landline	UNLI	UNLI	UNLI	UNLI	UNLI	UNLI

SMS (in SMS)

to Smart	UNLI	UNLI	UNLI	UNLI	UNLI	UNLI
to Sun	UNLI	UNLI	UNLI	UNLI	UNLI	UNLI
to all networks	UNLI	UNLI	UNLI	UNLI	UNLI	UNLI
to other mobile	UNLI	UNLI	UNLI	UNLI	UNLI	UNLI

Internet (MB/GB)

Data	2GB	4GB	6GB	10GB	48GB	80GB
Consumable	-	-	-	-	-	-
CONTRACT TERM (MOS)	N/A	N/A	N/A	N/A	N/A	N/A

RATES (VAT inc.)		NEAREST RELATIVE INFORMATION *	
Voice		SMS	Name: _____
On-Net P5.00	On-Net P0.50	On-Net P0.50	Relationship: _____
Off-Net P5.00	Off-Net P0.50	Off-Net P0.50	Address: _____
Landline P5.00		MMS	_____
International	On-Net P1.00		_____
SMS P10	Off-Net P2.00		_____
Voice (\$ Rate) USD 0.40		Data	Mobile Number: _____
	KB P0.05/KB		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, **TERM S 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 users or assignees 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.

1.0 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 (SAF), unless sooner terminated as provided herein. The Subscriber may continue by renewing the Service in writing after the said contract term by executing a retention request via the SAF.

2.0 HARDWARE

2.1 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.

2.2 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.

2.3 Special terms and conditions apply to iPhone units.

3.0 PAYMENT TERMS

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

- 3.1.1 A monthly fixed fee for the Services;
- 3.1.2 All charges incurred in using the Service; and
- 3.1.3 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 Plan offers may have a built-in feature that automatically protects the Subscriber's bill up to a certain amount determined by SMART covering the standard data charges in addition to or on-top of the monthly service fee of the plan offer ("Anti-Bill Shock"). The Subscriber shall be liable for all incurred data charges based on the standard data rating scheme as indicated in the SAF, up to the Anti-Bill Shock (ABS), if applicable. Nonpayment of these charges or refusal on the part of the Subscriber to pay charges shall be sufficient ground for SMART to discontinue the Service.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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 all any accrued fees and charges.

3.12 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.

4.0 ADVANCE PAYMENT AND CHARGES

4.1 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 therefund.

4.2 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.

5.0 LOSS OR DAMAGE OF SIMCARD

5.1 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 will be the Subscriber's sole responsibility.

5.2 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.

6.0 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.

7.0 TEMPORARY DISCONNECTION AND RESUMPTION OF SERVICE

7.1 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.

7.2 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.

7.3 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.

8.0 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"):

- 8.1 Resale or any commercial use of the Service, without the prior express written consent of SMART;
- 8.2 Utilization of the Service in bypassing or in activity/s that tend to bypass the SMART network, billing and/or traffic routing;
- 8.3 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
- 8.4 Tampering, altering, modification, or unauthorized programming of the SIM Card or its digital/retrofit;
- 8.5 Use of SMART Subscriber Identity Module (SIM) cards with unauthorized types of devices apart from the intended hardware (e.g., smartphones or tablets) For example, SIM cards must not be inserted in portable hotspots and fixed routers. Otherwise, the Company reserves the right to temporarily suspend or terminate its service without pronomote.
- 8.6 Activities that are considered unlawful by the laws of the Republic of the Philippines;
- 8.7 Obstruction or penetration, or attempts to obstruct or penetrate the security of any entity's network or systems such as malicious software (e.g., Trojan horses, worms, spyware, etc.), denial of service attacks, spam emails, etc.;
- 8.8 Excessive contribution, where maximum allowable data usage within a billing cycle exceeds up to 60GB beyond the Service's Anti-Bill Shock feature;
- 8.9 Use of high bandwidth applications and services like operation of servers, web broadcasting, and the like. Should the Subscriber engage in any of the abovementioned activities, the Company has the right to take necessary actions including, but not limited to, the following:
- 8.10 SMART may implement network management practices to improve its service, to reduce network congestion, and/or to adapt to technological advancements;
- 8.11 SMART may downgrade Subscriber's data speed in case of excessive usage at any point during a billing cycle;
- 8.12 SMART may obtain and monitor Subscriber's usage information through reasonable and legal methods; and/or
- 8.13 SMART may temporarily disconnect, interrupt, or terminate the Subscriber's data services without prior notice. 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/LS, 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.

9.0 DATA PRIVACY

SMART shall, at all times, comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. SMART, its officers, employees, agents and representative in connection with SMART's performance of the Agreement, shall, among others:

- 9.1 Process personal data only upon the documented instructions of the Subscriber, including transfers of personal data to third parties or an international organization, unless such transfer is authorized by law;
- 9.2 Implement measures and systems such as clear written guidelines and training modules for its employees, agents, and representatives, that will enable data subjects to exercise any and all of their rights under the Data Privacy Act of 2012;
- 9.3 Implement such measures and systems that will allow data subjects to exercise their right to object or withhold consent to further processing as provided under the Data Privacy Act of 2012;
- 9.4 Implement such measures and systems that will allow data subjects to exercise their right to access under the Data Privacy Act of 2012;
- 9.5 Maintain proper records, and provide the Subscriber access to such records, as will allow said Subscriber to comply with the exercise by data subjects of their right to access under the Data Privacy Act of 2012;
- 9.6 Ensure that data subjects will be able to exercise their right to rectification, modification, or blocking of data under the Data Privacy Act of 2012;
- 9.7 Determine the appropriate level of security measures, subject to, and in conjunction with, that of the Subscriber, taking into account the nature of the personal information to be protected, the risks represented by the processing, the size of the organization and complexity of its operations, current data privacy best practices, and cost of security implementation;
- 9.8 Implement security measures for data protection (i.e., generally, the physical, organization, and technical security measures prescribed by the Data Privacy Act and its implementing rules and regulations), including policies for evaluation, monitoring, and review of operations and security risks. These measures may include clear written guidelines, training modules for its employees, agents, and representatives, and audit measures in relation to the (1) collection, processing, maintenance, and deletion/disposal of personal data and records; and (2) the sharing of these information, especially on the specific persons to whom the information may be given access. Such measures shall aim to maintain the availability, integrity, and confidentiality of personal data, and prevent negligent, unlawful, or fraudulent processing, access, and other interference, use, disclosure, alteration, loss, and destruction of personal data;
- 9.9 Implement reasonable and appropriate organizational, physical, and technical measures intended for the protection of personal information against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other

unlawful processing, or for such other purposes as may be required under the Data Privacy Act of 2012 or any other applicable law or regulation;

- 9.10 Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration, and contamination;
- 9.11 Ensure that its employees, agents, and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations;
- 9.12 Not to engage another processor without prior instruction from the Subscriber; Provided, that any such arrangement shall ensure that the same obligations for data protection under this document are implemented, taking into account the nature of the processing;
- 9.13 In case of data breach, promptly notify the Subscriber within twenty-four (24) hours or earlier from the time of discovery, to enable said Subscriber to notify the National Privacy Commission and the affected data subject or subscriber within the period prescribed under the Data Privacy Act of 2012, when sensitive personal information that may, under the circumstances, be used to enable identity fraud are reasonably believed to have been acquired by an unauthorized person, and the Subscriber, SMART, or the National Privacy Commission believes that such unauthorized acquisition is likely to give rise to a real risk of serious harm to any affected data subject or subscriber;
- 9.14 Promptly inform the Subscriber if, in its opinion, any instructions of the Subscriber violate, or may be construed to violate, any provision of the Data Privacy Act of 2012 or any other issuance of the National Privacy Commission;
- 9.15 Assist the Subscriber in ensuring compliance with the Data Privacy Act of 2012, its implementing rules and regulations, other relevant laws, and other issuances of the National Privacy Commission, taking into account the nature of processing and the information available to SMART;
- 9.16 At the choice of the Subscriber, delete, destroy, or return all personal data to the former after the end of the provision of services relating to the processing; Provided, that this includes deleting or destroying existing copies unless storage is authorized by the Data Privacy Act of 2012 or another law;
- 9.17 Make available to the Subscriber all information necessary to demonstrate compliance with the obligations laid down in the Data Privacy Act of 2012, and allow for and contribute to audits, including inspections, conducted by the Subscriber or another qualified auditor mandated by the latter;
- 9.18 Include all the foregoing in the privacy and security policy of SMART.

10.0 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:

- 10.1 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);
- 10.2 any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber howsoever caused;
- 10.3 any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber howsoever caused;
- 10.4 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;
- 10.5 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;
- 10.6 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 sub-clause 2.2; or
- 10.7 transmission or non-transmission of any illegal, false, misleading, derogatory, libelous, obscene or vulgar messages or information.

11.0 DISCONNECTION OR TERMINATION OF THE SERVICE

- 11.1 SMART may temporarily suspend or terminate the Service without prior notice if:
 - 11.1.1 The Subscriber fails to pay promptly any amount due and payable hereunder;
 - 11.1.2 The Subscriber commits a breach of any of the Terms of this Agreement; or
 - 11.1.3 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.
- 11.2 Without prejudice to any of the sub-clause 11.1 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.
- 11.3 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
- 11.4 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 SAF, the Subscriber shall pay the pre-termination fee indicated in the applicable form.

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

- 11.5.1 Any subsidy provided by Smart to the Subscriber;
- 11.5.2 The value of the service unit; and
- 11.5.3 The value of any additional concessions given by Smart (i.e. free use of Smart products and services).

12.0 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.

13.0 DISCLAIMER OF WARRANTY

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

14.0 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.

15.0 COMPLAINTS

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

16.0 OTHER CONDITIONS

16.1 TRANSFER OF OWNERSHIP / MIGRATION / DOWNGRADE

16.1.1 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.

16.1.2 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.

16.2 For SIM only Subscriptions (if applicable)

16.2.1 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.

17.0 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.

18.0 MISCELLANEOUS

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

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

18.3 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.

18.4 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.

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

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

18.7 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.

18.8 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.

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

18.10 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.

SMART ENTERPRISE M2M SOLUTIONS

These Smart Enterprise M2M Solutions Terms and Conditions shall supplement the Smart Enterprise Terms and Conditions for all solutions and/or hosting services provided by the third-party Suppliers ("Suppliers" of "Third Party Products/Services") of SMART that are connected to or used in conjunction with SMART's telecommunications services:

1. Should the Subscriber avail of these Third Party Products/Services, the Subscriber agrees to be bound by, and shall be responsible for causing all Users accessing the Third Party Products/Services to comply with, the End User License Agreement/ End User Service Agreement/ Terms of Use and Privacy Policy of the Third Party Product/Services Supplier ("Supplier Terms") as each may be amended from time to time. The Subscriber shall be responsible for the acts and omissions by any User. Should the Subscriber fail to comply with Supplier Terms, SMART shall immediately cause the termination of your access to the Third-Party Products/Services.
2. Deployment, provisioning, activation, and training will be based on a mutually agreed timeline and only upon (a) submission of documentary requirements of SMART; (b) approval of the Subscriber's application; and (c) payment of corresponding advance Monthly Service Fee, unless otherwise specified in writing.
3. The security of the Subscriber's pre-assigned Service Access and the confidentiality of its Personal Identification Number (PIN) as well as the proper care and maintenance of the Hardware shall be the Subscriber's sole responsibility.
4. Risk of loss, theft or damage to any of the data provided by the Subscriber shall be for the account of the Subscriber, unless proven that the same was caused by the fault or negligence of the Supplier. SMART shall not be liable for any loss, theft or damage to the data provided by the Subscriber.
5. The Subscriber shall be responsible for the use of the Service and shall not use the Service nor allow the Service to be used to transmit, distribute or store contents or messages (including e-mail messages) which are inappropriate (including, but not limited to, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent, harmful (including, but not limited to, viruses, worms, password-cracking programs or Trojan horses), and/or fraudulent or misleading (including, but not limited to, false, deceptive, or misleading statements, claims, or representations), as reasonably determined by SMART in accordance with generally accepted standards of the Internet community, nor to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (spam).
6. The Subscriber shall be responsible to take all reasonable measure to avoid any unauthorized or fraudulent use of the Service and shall immediately notify SMART of the same. The Subscriber shall be liable for all transactions from the use of the Service regardless of who may make such transactions or even if such charges were incurred through or as a result of such fraudulent or unauthorized use of the Service. Non-payment of bills or refusal on the part of the Subscriber to pay bills arising from these transactions shall be sufficient ground for SMART to discontinue the Service.

The Third-Party Products/Services are supplied on an "as is" basis without any express or implied warranties except for those provided in the Supplier Terms. The Subscriber waives any and all claims for service fees, compensations or other benefits as well as claims for liabilities, attorney's fees suits, costs and for any special, indirect, incidental or consequential damages OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES, RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, THE PERFORMANCE OF THE SERVICE, OR DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFIT, BUSINESS OPPORTUNITIES, BUSINESS STOPPAGE, LOSS OF DATA OR BUSINESS INFORMATION, COMPUTER DAMAGES, OR DAMAGES RESULTING FROM UNAUTHORIZED ACCESS TO OR CHANGES MADE TO CLIENTS TRANSMISSIONS OR DATA, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, against SMART or its officers, directors and employees or any of its affiliates, subsidiaries, suppliers or parent corporation(s) resulting from or arising out of the use (or inability to use) and access of the SERVICE.

SUBSCRIBER DECLARATION

(standalone subscriptions)

My signature below signifies that:

All information that I have stated in this application, including all supporting documents that I have submitted, are true and correct. I have voluntarily provided this information and supporting documents to Smart1 for the processing and evaluation of my application for service subscription; and

I acknowledge that Smart will collect, use, and share my personal data as follows:

- I acknowledge that Smart will require the validation of my identity and my credit history in order to evaluate my application for service subscription. I therefore authorize the following:
 - Smart to obtain relevant information about myself and my credit information from my declared employer or business, and from the banks, credit card companies, and other financial institutions and service providers with whom I have existing accounts with, as evidenced by the supporting documents I have submitted together with my application; and
 - For Smart, and third-party business partners authorized by Smart, to compute my credit score using my credit information and other relevant information that have been obtained about me. I acknowledge that my credit score shall be used solely to evaluate my application for service subscription with Smart, and that I may access a complete list of the third-party business partners of Smart who compute for my credit score through <https://smart.com.ph/Corporate/privacy#affiliates>.
- I acknowledge that Smart may temporarily park my service application in cases where:
 - My preferred service is currently unavailable. I understand that I may choose to wait up to a maximum of 30 days for my preferred service to become available. If, after the prescribed 30 days, my preferred service is still unavailable, my service application shall automatically be cancelled, unless I update my application and avail a different service type;
 - requires additional supporting documents to be submitted. I understand that my service application shall not be processed until these supporting documents are submitted by me. If I am unable to submit these additional documents within 30 days, my service application shall automatically be cancelled; and
 - I have unpaid balances due to Smart. I understand that my service application shall not be processed until I have settled all unpaid balances. If I am unable to settle payment for these unpaid balances within 30 days, my service application shall automatically be cancelled. I acknowledge that Smart may contact me for updates or reminders within the 30 days that my service application is temporarily parked. I also acknowledge that Smart may use my parked service application for further analysis within the same 30-day period, solely for Smart to plan for future growth and increase its areas of serviceability.
- I acknowledge that Smart shall send me my Statement of Account (“SOA”) seven (7) calendar days after the Statement Date via electronic mail, through the email address I specified in my application. I agree to

hold Smart free and harmless from any liability for my failure to receive the SOA despite it being sent to my email address. I understand that I will no longer receive a printed copy of my SOA, unless I have stated otherwise by indicating my preference for SOA delivery in my application.

- I acknowledge that there are some instances where Smart may be required to disclose my personal data as part of its regular business operations and to provide its products and services. I understand that my personal data may be disclosed to:
 - Smart’s third-party contractors and professional advisers who help Smart deliver its products and services. This includes partner companies, organizations, or agencies, and their sub-contractors. For example: Smart’s couriers for bill delivery and customer contact centers that provide pre- and post-sales hotline operations;
 - Smart’s subsidiaries and affiliates with whom I have also signed-up with. I understand that this is done only for the improvement of their business and operations. For example: Smart may share information related to my use of its products and services with its subsidiaries and affiliates so that they can create new offers that bundle their products and services into a single subscription for my benefit;
 - Other companies to whom I may have also given consent my consent for Smart to share my information with. For example, when I sign-up for products and services offered by other companies, they may request for information from Smart in order for them to validate my identity; and
 - Law enforcement and government agencies, but only when required by laws and regulations and other lawful orders and processes. I acknowledge that a complete list of these third-parties may be accessed by myself through <https://smart.com.ph/Corporate/privacy#affiliates>.
- I acknowledge that Smart processes and discloses my personal data to the Government, in cases when Smart is required to do so for purposes such as:
 - To assist public authorities. I understand that Smart may generate statistical insights based on my usage of its network and facilities to assist public authorities in planning for healthcare, disaster management, and other similar initiatives; and
 - To comply with legal requirements. I understand that Smart runs credit scoring programs and initiatives, including but not limited to, providing information to the Credit Information Corporation in accordance to Republic Act No. 9501 and the Credit Information System Act. Smart may also perform other required personal data processing or disclosure to meet other relevant legal and regulatory requirements.
- I acknowledge that Smart shall process my personal data based on its legitimate interest to function effectively as a business, and that this is only done when said legitimate interests do not override my personal interests and fundamental rights or freedoms.
 - For the continuous improvement of Smart’s business and operations. For example, when Smart analyzes my usage of its network and facilities to help them manage my account, provide customer care activities, investigate and resolve service-related requests and concerns that I may have, monitor the quality and security of its network, train its staff, and plan for future growth. I acknowledge that Smart may also process my personal contact details and publish them in an internal directory listing, in order to effectively communicate with me and provide me with necessary assistance.

- For the continuous improvement of Smart’s products and services. I acknowledge that Smart may collect, use, process, and analyze my use of its products and services so that it can understand how to improve them for my benefit. Smart’s analysis may include some information about my usage, such as the volume and frequency of my use of its SMS, voice, and data services, and my historical locational information which it determines based on an analysis of the places where I may have used our products and services. I understand that this is done in order to generate insights on foot traffic, crowd density, and mobility patterns.

- For Smart to understand my needs and preferences so that it can serve me better. I acknowledge that Smart shall process data to determine my usage profile by maintaining a record of the products and services that I avail, and by analyzing other activities such as when I participate in Smart’s market research initiatives, when I visit and transact in Smart stores, and when I visit and use Smart websites and mobile apps as listed in <https://smart.com.ph/Corporate/privacy#apps>. I understand that Smart does so in order to gain a better insight of the kinds of offers that would be relevant to my preferences.

- For Smart to manage the security of its business operations. I understand that Smart may process my personal data to conduct IT security operations, to manage its assets, to ensure my fair use of its products and services, and for business continuity, disaster recovery, and audit purposes.

- I consent to Smart’s processing of my personal data as I avail of its products and services so that Smart may be able to create and offer better products and services for me, including through direct marketing. I understand that Smart carries out the following processing activities based on my consent.

- To send me offers, recommendations and promotions. I consent to Smart’s processing of my usage profile to send me customized offers and promotions through my contact details using channels such as SMS, voice calls, and e-mail. This includes location-based offers that are exclusively available in areas that I may frequent.

- To elaborate my usage profile. I consent to Smart’s collection of personal information about me from third-party sources such as its subsidiaries, affiliates, and business partners, to whom I have also given my consent for them to share my information. I acknowledge that Smart creates this enhanced usage profile about me solely to get a deeper understanding of my preferences so that I may receive even better targeted product recommendations, special offers, and promotions. I acknowledge that I can choose to object to and withdraw my consent from any of these processes at any time through <https://smart.com.ph/privacy>.

- I acknowledge that Smart will keep all information pertaining to my account, including all personal data about myself, for as long as I continue to use Smart’s products and services, and for a maximum of twelve (12) years from my service’s permanent deactivation. In the event that my application is not approved by Smart, I acknowledge that any information and documents I have provided shall be returned to me.

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

- Request access to the personal data that Smart processes about me.
- Request a rectification of my personal data.
- Request the erasure of my personal data.
- Request the restriction of the processing of my personal data.
- Request portability of my personal data.

When the processing of my personal data is based on my consent, I acknowledge that I have the right to withdraw such consent at any time by contacting Smart’s Data Privacy Officer, or by accessing <https://smart.com.ph/privacy>. I understand that this will not affect the lawfulness of the processing that was carried out before I withdrew my consent or Smart’s right to continue parts of the processing based on legal bases other than my consent. If Smart is unable to provide me with another legal basis justifying the processing of my personal data, Smart will stop the processing and delete my personal data. I acknowledge that I may learn more about my privacy rights by visiting <https://smart.com.ph/corporate/privacy>. If I believe that my data privacy rights have been violated, I may get in touch with Smart’s Data Privacy Officer through the contact details provided below. In some instances, I understand that Smart may request for supporting documents or proof before it effects any requested changes to my personal data.
Smart Data Privacy Office 6799 Ayala Ave., Makati City, 1226, Philippines
Email: dataprivacyoffice@smart.com.ph

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

Customer’s signature over printed name:

Date signed (MM/DD/YY):

_____/_____/_____

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

- Complete Form & Signed Subscriber Declaration
- Certificate of Employment / 1 Month Latest Payslip (if with date hired/employee status)
- Company ID (Front and Back)
- Primary Government Issued ID



SERVICE APPLICATION FORM
ENTERPRISE EXTENSION

● **New Connect**
Employee #: _____
Date Hired: _____

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: Office Residence (Please attach Proof of Billing)

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

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

PLAN DETAILS	SMART BRO 499	SMART BRO 999
Data Allocation	5GB	13GB
Quantity		
Device		
Color	ANY	ANY
Amortization		
One time cash out		
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:	ANTI BILL SHOCK
	Php 1500

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 BRO TERMS AND CONDITIONS

The provision of the SMART BRO ENTERPRISE Broadband internet access service (hereinafter referred to as "the Service") shall be governed by the following terms and conditions (hereinafter referred to as "the Terms and Conditions").

1.0 Service Provision Conditions

1.1 Provision of Service. SMART COMMUNICATIONS INC. (hereinafter referred to as "SMART" or the "Company") shall assist and/or guide the Subscriber in the installation of the Subscriber Identity Module (SIM) Card and provide the Subscriber with the necessary information to activate the Subscriber's network access. SMART reserves the right to require a pre-activation receipt of payment of the prescribed fees for the Service. SMART reserves the right to discontinue the Service at any time should any Subscriber CPE and/or Peripherals and/or paraphernalia be found to cause interference to SMART's network or to cause degradation in the quality of the Service. The Subscriber agrees to hold SMART free and harmless from any liability arising from such discontinuation.

1.2 Equipment and Peripherals. SMART shall provide the Subscriber with the CPE and Wi-Fi Device and/or the Subscriber Identity Module (SIM) Card and other peripherals necessary for the Service access to SMART's network. SMART reserves the right to require the Subscriber to purchase additional equipment and/or peripherals necessary for the Service access to SMART's network.

1.3 Hardware. All CPE and/or Peripherals connected to or used in conjunction with the Service shall be a type approved by SMART. SMART does not warrant, or by this Agreement, cover any representation or warranty for any telecommunications and related equipment.

1.4 Loss of Hardware. In the event of the loss or theft of the Subscriber's Personal Identification Number (PIN) as well as the proper care and maintenance of the CPE and/or Peripherals shall be the Subscriber's sole responsibility. In case of loss of CPE and/or Peripherals, the Subscriber shall immediately inform SMART of such fact, file by telephone and inform SMART's AfterSales Group, Enterprise Bro and Enterprise Support, to be followed by the submission of an affidavit of loss or a police report to document such claim within 24 hours from the discovery of the loss. SMART shall immediately deactivate the Service. All charges and/or recovery of the cost of the lost or stolen CPE and/or Peripherals shall be charged to the Subscriber.

1.5 Service. SMART reserves the right, upon notification, to conduct surveys, monitor usage and/or inspect the Subscriber's premises, as necessary to determine the requirements for CPE and/or Peripherals installation and Service maintenance. The Subscriber understands that should there be no signal from the SMART Antenna to CPE or to the Subscriber's premises where the Service is installed to be provided, the Subscriber will not be able to avail of the Service. The Subscriber agrees to hold SMART free and harmless from any liability arising from the non-availability of the Service.

1.6 Non-transferability of Rights and Location. The rights and privileges extended to the Subscriber in relation to the subscription and the CPE and/or Peripherals are purely personal to the Subscriber and shall not be transferred to any individual or entity or to any other location, without obtaining the prior written approval and clearance from SMART. Any such transfer of rights and/or location without the prior written approval of SMART shall be void regardless of any SMART Monthly Service Fee and other charges from the supposed transferee.

1.7 Force Majeure. SMART shall not be responsible for delays or for failure or omission of service due to any cause beyond its control, due to willful and intentional fault or gross negligence and which cannot be overcome by the exercise of due diligence including, but not limited to, labor disturbances, human or computer breakdowns, acts of God, or force majeure, whether or not the cause be of the same class or kind as those herein. The Subscriber agrees that in such case, the provision of this Agreement and delivery and/or maintenance of Service, so far as necessary, may be suspended or terminated or the case may be even without notice, without liability for loss and damage, a being understood that the cause of such interruption shall be remedied, if possible, with the necessary dispatch at the earliest practicable time. In the cases mentioned above, SMART shall not be liable for any loss or damage suffered by the Subscriber, unless such loss or damage is caused by the negligence or grossly negligent act or omission of SMART's employees or authorized agent which liability shall not exceed the amount of FIVE THOUSAND PESOS (P5,000.00) as may be proven in a court of law.

1.8 Limitation of Liability. The Subscriber holds SMART free from any responsibility for any loss or damage resulting from the failure of Service as caused by any malfunctioning of the SMART Network or CPE and/or Peripherals. 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 the connection with the supply and use of the Service, including, without limitation, the foregoing, any loss, costs, compensation, damage or liability to the Subscriber or any third party caused by:

- 1.8.1 any delay, interruption, or termination of the Service, whether caused by administrative error, technical, mechanical, electrical or electronic malfunction or difficulty or any other manner;
- 1.8.2 circumstances beyond SMART's control (including but not limited to acts of God, strike, labor dispute, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties or any change in legislation);
- 1.8.3 any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber howsoever caused or any refusal by SMART to transmit any information subject to part (b) hereof;
- 1.8.4 theft or unauthorized use of the CPE and/or Peripherals or any loss, costs, damages or compensation incurred by or payable to any third party by the Subscriber;
- 1.8.5 any inherent defect in the CPE and/or Peripherals or any defects or damage to the CPE and/or Peripherals resulting from use by the user both in the normal and customary manner;
- 1.8.6 transmission or non-transmission of any illegal, false, misleading, derogatory, libelous, abusive or vulgar messages or information.

1.9 Use of the Service. Notwithstanding any other provision of this Agreement, SMART will not, for any reason, be liable for any indirect, incidental, out-of-pocket expenses, consequential/punitive, special/damages or other damages including, but not limited to, damage resulting from loss of actual or anticipated revenues or profits, or loss of business, data or goodwill. The Subscriber shall not re-sell or allow any commercial use of the Service, without the prior express written consent of SMART. The Service shall be utilized by browsing or by any other means that bypass the network as used in published service. The Subscriber 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 the connection with the supply and use of the Service, including, without limitation, the foregoing, any loss, costs, compensation, damage or liability to the Subscriber or any third party caused by:

- 1.9.1 any delay, interruption, or termination of the Service, whether caused by administrative error, technical, mechanical, electrical or electronic malfunction or difficulty or any other manner;
- 1.9.2 circumstances beyond SMART's control (including but not limited to acts of God, strike, labor dispute, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties or any change in legislation);
- 1.9.3 any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber howsoever caused or any refusal by SMART to transmit any information subject to part (b) hereof;
- 1.9.4 theft or unauthorized use of the CPE and/or Peripherals or any loss, costs, damages or compensation incurred by or payable to any third party by the Subscriber;
- 1.9.5 any inherent defect in the CPE and/or Peripherals or any defects or damage to the CPE and/or Peripherals resulting from use by the user both in the normal and customary manner;
- 1.9.6 transmission or non-transmission of any illegal, false, misleading, derogatory, libelous, abusive or vulgar messages or information.

1.10 Management of the Subscriber's Data. The Subscriber shall be responsible in protecting its telecommunications system against unauthorized external attacks/hack. Any and all damage, loss and proprietary information of the Subscriber shall be the Subscriber's sole risk. Thus, in the event of such occurrence, it is the Subscriber's responsibility to investigate the incident with the assistance of SMART, as affiliates or subcontractors, if so requested. The Subscriber agrees that the Internet is not owned, or managed, by, or in any way affiliated with SMART and SMART has no control over the information or materials accessed via the Internet through the use of the Service. SMART does not warrant that the Service provided will be uninterrupted, error free, secure, or free from viruses, worms, or like. SMART shall not be liable for loss of the Subscriber's data. SMART makes no warranty, express or implied, regarding the reliability and completion of any and all transactions executed using the Service or the Internet. Not to even shall SMART be liable for (a) any direct, indirect, special, consequential or incidental damages, including but not limited to, loss of profits or loss of revenue or damage to data arising out of the use, or inability to use the Service, regardless of the type of claim or the nature of the cause of action, including without limitation, those arising under contract, negligence, tort or strict liability, even if SMART has been advised of the possibility of such claim/damage, or by any claim against any party.

Acceptance of Terms and Service Commencement

Term. This Agreement shall take effect from signing hereof by the Subscriber, and approval by the authorized representative of SMART and shall be effective for the duration of the period stated in the Subscriber Application Form (SAR) and shall be automatically renewed for similar periods unless terminated in writing by either party. In accordance with Section 7 hereof, in case of renewal, SMART may amend, change and/or implement the applicable rates.

Service Commencement Date. The Service Commencement Date for the Service provided shall be the day Service is activated.

Observance of Rules and Regulations. The Subscriber shall comply with all applicable laws, rules, regulations and policies of SMART and all government rules and regulations, laws pertaining to telecommunications, intellectual property and other related matters existing hereafter, promulgated, issued, as well as reasonable rules and regulations of SMART may impose in the interest of Service. The Subscriber shall not, interfere in any way radio or telephone signal of other subscribers within or outside SMART's network or other signals, otherwise, SMART shall have the right to discontinue the Service to the Subscriber. Any misuse that may be presumed to have been or is being used by the Subscriber shall be a ground for discontinuation of the Service by SMART provided that any discontinuation under this Section 2.1 shall not terminate this Agreement and the Subscriber shall still be liable for the payment of the Monthly Service Fee and other charges for the term of this Agreement.

3.0 Service Charges

3.1 Service Fee, Pre-Deposit Adjustment and Other Charges. Upon approval of application for subscription, the Subscriber shall pay SMART a Monthly Service Fee in advance and the processing fee prevailing at the time of approval of application for subscription, which processing fee covers the installation fee. Successing Monthly Service Fee and other charges must be paid on or before the Due Date indicated in the Statement of Account. Fees and other charges shall be included in the Subscriber's Statement of Account. Payment fees may have a built-in feature that automatically process the Subscriber's bill up to a certain amount determined by SMART covering the standard data charges in addition to or one of the monthly service fee of the plan offer ("Auto-Bill Shock"). The Subscriber shall be liable for all incurred data charges based on the standard data rating scheme as indicated in the Smart Enterprise SAR, up to the Anti-Bill Shock (ABS) if applicable. Non-payment of these charges or refusal to pay charges shall be sufficient ground for SMART to discontinue the Service. Non-receipt of the Statement of Account shall not excuse the Subscriber from paying the Monthly Service Fee and other charges. Where there is a change in any of the following economic factors: Philippine P=US dollar exchange rate, international carrier toll rates, laboring costs, cost of utilities and other operating costs, Service rates and fees may be adjusted to take effect upon notice to the Subscriber. Where applicable, fees shall be subject to VAT and other taxes, which may now or hereafter be imposed by the Philippine Government on the Service or this Agreement. In case Service is billed based on per-minute or per-hour or per-day, or per-month, a fraction thereof shall be considered as a whole minute, or one whole hour or one whole day, or one whole month, as the case may be.

3.2 Additional Installation Charges. In certain instances where the subscription plan requires a CPE, the Subscriber shall pay for additional charges to cover materials and/or non-standard installation, depending on the address of additional post must (i.e. 20+ ft. antenna and higher). Applicable only for subscription plans with CPE.

3.3 Reconnection. If the Subscriber is transferred from one location to another, the Subscriber shall be charged the reconnection fee and the cost of education to cover the expenses of dismantling equipment from current location and re-installing at the new location and subject to Section 1.3 of this Agreement.

3.4 Change in Service. The Subscriber reserves the right to change the Service or deactivate the Service at any time without notice, discontinuation, change of service package and change of ownership. SMART reserves the right to make changes in the Service for technical or other reasons, with the notice to the Subscriber.

3.5 Downgrading of service with the contract term. Subscriber is required to submit a written notice at least one (1) month prior to the date of circuit termination stating the reason for such request. Pre-annunciation charge equivalent to 100% of the difference of the current monthly charge and downgraded quantity of the circuit and its related equipment multiplied by the number of months of the unexpired term of the contract will be imposed if pre-annunciation is done without cause. In addition, Subscriber will be charged the actual expenses for recovery of equipment relative to the original grade of service.
Total Pre-annunciation Charge = Full Device Acquisition Cost x No. of months remaining over Total Contract Period + Total SAC + Total Unrelated Expense

4.0 Fraudulent, Unauthorized Use or Illegal Use and Abuse Contact

If the Subscriber or any other person, at the sole discretion of SMART, is found to be using the Service for any fraudulent purpose, Unauthorized Activities or Illegal Activities, or is found to use abusive and/or insecure language to other subscribers or SMART employees or authorized agents or to submit an application for Subscription through fraudulent means, SMART reserves the right to discontinue the Service and to take any other action that may be deemed appropriate, without liability to the Subscriber. SMART reserves the right to immediately discontinue the Service without prior notice and/or, if necessary, the Service. SMART also reserves the right to file the appropriate legal action against any erring Subscriber or person concerned, and to charge the appropriate pre-termination fee, if any.

Result or any other commercial use of the Service without the prior express written consent of the Company.

4.1.1 Utilization of the Service in bypassing or in any activities that tend to bypass the SMART Network, internal and/or traffic routing.

4.1.2 Use of the Service to provide activities like callback, dialback, unauthorized audiotapes, international and national speed results (text) and other similar services;

4.1.3 Tampering, altering, installing or unauthorized programming of the SIM card or its digital responses ("Unauthorized Activities");

4.1.4 Use of SMART Subscriber Identity Module (SIM) cards with unauthorized types of devices apart from the intended hardware (i.e. Pocket WiFi tablets, fixed modems, etc.) For example, SIM cards must not be inserted in multi-SIM phones. Otherwise, SMART reserves the right to temporarily suspend or terminate its service without prior notice.

4.1.5 Obscene use, where maximum allowable data usage within billing cycle exceeds up to 600% beyond the Service's Anti-Bill Shock feature;

4.1.6 Activities that are considered unlawful by the laws of the Republic of the Philippines;

4.1.7 Reception or penetration, or attempts to obtain or penetrate the security of any entity's network or systems such as malicious software (e.g., Trojan horses, worms, spyware, etc.), denial of service attacks, spam emails, etc.;

4.1.8 Use of high bandwidth applications and services like operation of servers, web broadcasting, and the like.

Should the subscriber engage in any of the aforementioned activities, SMART has the right to take necessary actions against, but not limited to, the following:

- SMART may implement temporary or permanent suspension of the SIM card or its digital responses ("Unauthorized Activities");
- SMART may downgrade Subscriber's data usage in excess to service usage upon a pending during a billing cycle;
- SMART may obtain and monitor Subscriber's usage information through available legal methods and/or tools;
- SMART may temporarily disconnect, interrupt, or terminate the Subscriber's data services without prior notice.

4.2 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, or other private entities, the latter within the limits provided by or law, relative to the Subscriber's subscription to the Service. 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.

5.0 Payment Terms

5.1 Due Date: SMART shall bill the Subscriber the Monthly Service Fee and other charges, which must be paid in full by the Subscriber on or before the Due Date indicated in the Statement of Account.

SMART shall remain liable to the Subscriber for any fraudulent purpose, Unauthorized Activities or Illegal Activities, or is found to use abusive and/or insecure language to other subscribers or SMART employees or authorized agents or to submit an application for Subscription through fraudulent means, SMART reserves the right to discontinue the Service and to take any other action that may be deemed appropriate, without liability to the Subscriber. SMART reserves the right to immediately discontinue the Service without prior notice and/or, if necessary, the Service. SMART also reserves the right to file the appropriate legal action against any erring Subscriber or person concerned, and to charge the appropriate pre-termination fee, if any.

5.2 Billing Disputes. If the Subscriber is found to have specified any portion of the SMART Statement of Account, the Subscriber shall submit a SMART, within fifteen (15) days from Interval of Account date, a written communication identifying and substantiating the disputed amount and shall make full payment of the undisputed portion of the Statement of Account by the Due Date. SMART shall not be required to repeat 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 adjusted in the next Statement of Account. Any disputed amount determined to be in favor of SMART shall be deemed to be correct and final. If the Subscriber does not dispute the amount within fifteen (15) days from the date of the Statement of Account, the Subscriber shall be deemed to have accepted the amount in writing that was sent out a legitimate basis under this Agreement for disputing the charges. The Subscriber's account shall be deemed to be paid due and unpaid. In such event, SMART shall be entitled to collect all legal fees and costs of the resolution of the dispute. If the Subscriber does not dispute the amount within the time required to file to provide supporting information, SMART shall be deemed to have accepted the amount in writing that was sent out a legitimate basis under this Agreement for disputing the charges. The Subscriber's account shall be deemed to be paid due and unpaid. In such event, SMART shall be entitled to collect all legal fees and costs of the resolution of the dispute.

5.3 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.

5.4 Repair and Maintenance. The Subscriber shall be entitled to free spare parts and service from the vendor's authorized service center for non-performance of the CPE and/or Peripherals due to faulty or defective materials and/or components, including replacement of the CPE and/or Peripherals. However, the cost of repair and maintenance of CPE and/or Peripherals due to the act or negligence of the Subscriber shall be for the account of the Subscriber. The Subscriber shall shoulder the cost of repairs and maintenance after the lapse of the above-mentioned one year period.

5.5 Law of 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.

6.0 Data Privacy

6.1 SMART shall, at all times, comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. SMART, its officers, employees, agents and represent

6.1.1 Process personal data only upon the documented instructions of the Subscriber, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;

6.1.2 Implement measures and systems such as clear written guidelines and training modules for personal data, agents, and representatives, that will enable data subjects to exercise any and all of their rights under the Data Privacy Act of 2012;

6.1.3 Implement such measures and systems that will allow data subjects to exercise their right to object or withhold consent to further processing as provided under the Data Privacy Act of 2012;

6.1.4 Implement such measures and systems that will allow data subjects to exercise their right to access under the Data Privacy Act of 2012;

6.1.5 Maintain proper records, and provide the Subscriber access to such records, as will allow said Subscribers to comply with the exercise by data subjects of their rights as enumerated under Data Privacy Act of 2012;

6.1.6 Ensure that data subjects will be able to exercise their right to rectification, modification, or blocking of data under the Data Privacy Act of 2012;

6.1.7 Determine the appropriate level of security measures, subject to and in conjunction with, that of the Subscriber, taking into account the nature of the personal information to be protected, the risks represented by the processing of the personal information and complexity of the operations, and cost of security implementation;

6.1.8 Implement security measures for data protection (i.e., generally, the physical, organization, and technical security measures prescribed by the Data Privacy Act and its implementing rules and regulations), including policies for evaluation, monitoring, and review of operations and security risks. These measures may include clear written guidelines, training modules for its employees, agents, and representatives, and such measures in relation to the collection, processing, maintenance, and deletion/disposal of personal data and records; and the sharing of these information, especially on the specific persons to whom the information may be given access. Such measures shall aim to maintain the availability, integrity, and confidentiality of personal data, and prevent negligent, unlawful, or unauthorized processing, disclosure, or destruction of personal data;

6.1.9 Implement reasonable and appropriate organizational, physical, and technical measures intended for the protection of personal information against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing, or for such other purposes as may be required under the Data Privacy Act of 2012 or any other applicable law or regulation;

6.1.10 Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration, and confidentiality;

6.1.11 Ensure that its employees, agents and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations;

6.1.12 Not to engage another processor without prior permission from the Subscriber; Provided, that any such arrangement shall ensure that the same obligations for data protection under this document are implemented, taking into account the nature of the processing;

6.1.13 In case of data breach, promptly notify the Subscriber within twenty-four (24) hours or earlier from the time of discovery, to enable said Subscriber to notify the National Privacy Commission through its website www.npc.gov.ph and the Department of Justice, Office of the Data Privacy Protection Officer, and the Office of the Data Privacy Protection Officer. In the event of a data breach, promptly notify the Subscriber within twenty-four (24) hours or earlier from the time of discovery, to enable said Subscriber to notify the National Privacy Commission through its website www.npc.gov.ph and the Department of Justice, Office of the Data Privacy Protection Officer, and the Office of the Data Privacy Protection Officer. In the event of a data breach, promptly notify the Subscriber within twenty-four (24) hours or earlier from the time of discovery, to enable said Subscriber to notify the National Privacy Commission through its website www.npc.gov.ph and the Department of Justice, Office of the Data Privacy Protection Officer, and the Office of the Data Privacy Protection Officer.

6.1.14 Promptly inform the Subscriber in the event of any instruction of the Subscriber's vendor, or may be considered violative, any provision of the Data Privacy Act of 2012 or any other laws and/or regulations of the National Privacy Commission;

6.1.15 Assist the Subscriber in ensuring compliance with the Data Privacy Act of 2012, its implementing rules and regulations, other relevant laws, and other issuances of the National Privacy Commission, taking into account the nature of the processing;

6.1.16 At the choice of the Subscriber, delete, copy, or retain all personal data of the former after the end of the provision of services relating to the processing; Provided, that this includes deleting or destroying existing copies unless saved as authorized by the Data Privacy Act of 2012 or another law;

6.1.17 Make available to the Subscriber all information necessary to ensure compliance with the obligations laid down in the Data Privacy Act of 2012, and allow for and contribute to audits, including inspections, conducted by the Subscriber or another auditor independent of the latter and;

6.1.18 Include all the foregoing in the privacy and security policy of SMART.

7.0 Termination of Subscription of Service

7.1 Default. The 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 further notice and/or, if necessary, the Service may be terminated immediately.

7.2 In the event of suspension or discontinuation of the Service, SMART reserves the right to suspend or terminate the Service of any Subscriber whose bill remains unpaid after the specified Due Date. The Subscriber also agrees that SMART may suspend or terminate the Service at any time without notice.

7.2.1 Violation by the Subscriber of the terms and conditions of this Agreement;

7.2.2 Misrepresentation or false statements by the Subscriber in the application hereof;

7.2.3 Illegal collection or use of unauthorized equipment or accessories; (d) Suspicious fraudulent misuse or abuse of Service; CPE and/or Peripherals;

7.2.4 Unauthorized transfer of Service;

7.2.5 Failure to notify SMART of change in billing address;

7.2.6 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 the Subscriber to correct or rectify the ground for discontinuation of Service within thirty (30) days from suspension of Service. Discontinuation of Service shall not be construed as a waiver of the outstanding tariff, charges, penalties, and surcharges accruing on over-bills. The Subscriber agrees to hold SMART free and harmless from any liability and to waive any action against the latter, which may arise as a result of such suspension or discontinuation of Service.

7.3 Reconnection. In the event of suspension or discontinuation of Service, SMART may, at its option, resume and/or require the Subscriber to rectify the cause of suspension upon payment of all outstanding obligations by the Subscriber, including any and all applicable fees. SMART may charge such fees for reconnection of the Service as it shall in its discretion determine.

8.0 Termination of Service

8.1 Termination by Subscriber. The Subscriber may terminate his subscription in writing by giving one (1) month prior notice focusing actual and fully settling his outstanding obligations to SMART. If the Subscriber terminates his subscription, the Subscriber shall pay a pre-annunciation charge equivalent to 100% of the difference of the current monthly charge and downgraded quantity of the circuit and its related equipment multiplied by the number of months of the unexpired term of the contract will be imposed if pre-annunciation is done without cause. In addition, Subscriber will be charged the actual expenses for recovery of equipment relative to the original grade of service.
Total Pre-annunciation Charge = Full Device Acquisition Cost x No. of months remaining over Total Contract Period + Total SAC + Total Unrelated Expense

8.2 Termination by SMART. SMART may terminate the Service or deactivate the Service at any time without notice, discontinuation, change of service package and change of ownership. SMART reserves the right to make changes in the Service for technical or other reasons, with the notice to the Subscriber.

8.3 Termination by SMART. SMART may terminate the Service or deactivate the Service at any time without notice, discontinuation, change of service package and change of ownership. SMART reserves the right to make changes in the Service for technical or other reasons, with the notice to the Subscriber.

8.4 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 whatever reason, or if SMART discontinues the Service or terminates use of the CPE and/or Peripherals equipment for non-payment or delay of 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.

8.5 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.

9.0 Identification and Use of Service

9.1 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 the Subscriber or their agent and/or by the Agent, and (b) the content of materials sent by the Subscriber, transmitted through the use of the Service including, but not limited to, claims for defamation, invasion of privacy, defamation and/or illegal violation of trademark or copyright.

9.2 "As Is" Service. The Subscriber acknowledges that the Service is provided "as is" by SMART, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS AND DISTRIBUTORS MAKE NO WARRANTY, REPRESENTATION OR STATEMENT OF ANY KIND, REGARDING THE QUALITY, ACCURACY, RELIABILITY, OR THE DATA 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.

9.3 Venue of Suits and Litigation Expenses. In case of litigation arising out of or from 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%) per cent amount of attorney's fees and an equivalent amount for cost of suit.

10.0 Corporate Governance

The Parties hereto do hereby agree that their business activities are regulated by their own internal business rules of Corporate Governance policies which are compliant with their applicable laws. The Parties agree that any dispute, breach or violation of this Section shall be dealt with, remedied and/or resolved in accordance with the appropriate provisions of this Agreement or dispute settlement.

11.0 Miscellaneous

11.1 Entire Agreement. This Agreement together with all communications or correspondence specifically hereunder, 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 subjecting itself to any representation or warranties that are not set forth in this Agreement.

11.2 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.

11.3 Modification. SMART reserves the right in its discretion to modify, delete or add to all the terms and conditions of this Agreement at any time without further notice. It is the Subscriber's responsibility to regularly check any changes to these Terms and Conditions. The Subscriber's continued use of the Service after any such change constitutes acceptance of the new Terms and Conditions.

11.4 Repair Charges. The Parties agree that should any repairs or maintenance be required under this Agreement, the cost of such repairs or maintenance shall be for the account of the Subscriber, unless such repairs or maintenance is not affected and shall continue to be binding.

11.5 Waiver. No waiver by SMART of any breach shall operate as a waiver of any other breach or condition hereof. SMART shall not be prejudiced or restricted by any concessions, indulgence or forbearance.

12.0 Third Party Products/Services and Conditions

The Third Party Products/Services Terms and Conditions shall supplement the Smart Enterprise Terms and Conditions for all solutions and/or/for/using services provided by the third party Suppliers ("Suppliers") of SMART. SMART may implement temporary or permanent suspension of the SIM card or its digital responses ("Unauthorized Activities").

1. Should the Subscriber avail of these Third Party Products/Services, the Subscriber agrees to be bound by, and shall be responsible for causing all users accessing the Third Party Products/Services to comply with the User Acceptance Policy of the Third Party Products/Services. The Subscriber agrees to the Third Party Products/Services Terms and Conditions, as such may be amended from time to time. The Subscriber shall be responsible for all claims and obligations by any User. Should the Subscriber fail to comply with Supplier's Terms, SMART shall immediately cause the termination of your access to the Third Party Products/Services.

2. Deployment, provisioning, activation and/or maintenance of the Service shall be based on a mutually agreed timeline and only (a) submission of documentary requirements of SMART; (b) approval of the Subscriber's application; and (c) payment of corresponding advance Monthly Service Fee, unless otherwise specified in writing.

3. The security of the Subscriber's pre-paid Service Account and the confidentiality of its Personal Identification Number (PIN) as well as the proper care and maintenance of the Hardware shall be the Subscriber's sole responsibility.

4. Risk/loss of the data and/or status of the Subscriber provided by the Subscriber shall be for the account of the Subscriber, unless proven that the same was caused by the fault or negligence of the Supplier. SMART shall not be liable for any loss, theft or damage to the data provided by the Subscriber.

5. The Subscriber shall be responsible for the use of the Service and shall not use the Service nor allow the Service to be used to transmit, distribute or store contents or messages (including e-mail messages) which are inappropriate (including, but not limited to, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent, harmful (including, but not limited to, viruses, worms, password-stealing programs, Trojan horses), and/or fraudulent (including, but not limited to, false, deceptive or misleading statements, claims, or representations), as reasonably determined by SMART in compliance (with generally accepted standards of the Internet community, or to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to result in a complaint (only). The Subscriber shall not need to unsubscribe any Third Party Products/Services installed through SMART.

6. The Subscriber shall be responsible to take all reasonable measure to avoid any unauthorized or fraudulent use of the Service and shall immediately notify SMART of the same. The Subscriber shall be liable for all transactions from the use of the Service where such transactions or the use of such transactions were done through or as a result of such fraudulent or unauthorized use of the Service. Non-payment of bills or refusal on the part of the Subscriber to pay any bills arising from such transactions shall be sufficient ground for SMART to discontinue the Service. The Third Party Products/Services are supplied on an "as is" basis without any express or implied warranties except for those provided in the Supplier's Terms. The Subscriber waives any and all claims for any service fees, commissions or other benefits as well as claims for attorney's fees, costs, and for any special, incidental or consequential damages OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES, RESULTING FROM THE USE OF THE SERVICE, THE PERFORMANCE OF THE SERVICE, OR DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFIT, BUSINESS OPPORTUNITIES, BUSINESS STORAGE, LOSS OF DATA OR BUSINESS INFORMATION, COMPUTER DAMAGES, OR DAMAGES RESULTING FROM UNAUTHORIZED ACCESS TO CHANGES MADE TO CLIENTS TRANSMISSIONS OR DATA OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, against SMART or its officers, directors and employees or any of its affiliates, subsidiaries, suppliers or parent corporation(s) resulting from or arising out of the use (or inability to use) of any of the services of the SERVICE.

Smart Bro Enterprise T&C Control #8001
As of June 22, 2020

SUBSCRIBER DECLARATION

(standalone subscriptions)

My signature below signifies that:

All information that I have stated in this application, including all supporting documents that I have submitted, are true and correct. I have voluntarily provided this information and supporting documents to Smart1 for the processing and evaluation of my application for service subscription; and

I acknowledge that Smart will collect, use, and share my personal data as follows:

1. I acknowledge that Smart will require the validation of my identity and my credit history in order to evaluate my application for service subscription. I therefore authorize the following:
 - a. Smart to obtain relevant information about myself and my credit information from my declared employer or business, and from the banks, credit card companies, and other financial institutions and service providers with whom I have existing accounts with, as evidenced by the supporting documents I have submitted together with my application; and
 - b. For Smart, and third-party business partners authorized by Smart, to compute my credit score using my credit information and other relevant information that have been obtained about me. I acknowledge that my credit score shall be used solely to evaluate my application for service subscription with Smart, and that I may access a complete list of the third-party business partners of Smart who compute for my credit score through <https://smart.com.ph/Corporate/privacy#affiliates>.
2. I acknowledge that Smart may temporarily park my service application in cases where:
 - a. My preferred service is currently unavailable. I understand that I may choose to wait up to a maximum of 30 days for my preferred service to become available. If, after the prescribed 30 days, my preferred service is still unavailable, my service application shall automatically be cancelled, unless I update my application and avail a different service type;
 - b. requires additional supporting documents to be submitted. I understand that my service application shall not be processed until these supporting documents are submitted by me. If I am unable to submit these additional documents within 30 days, my service application shall automatically be cancelled; and
 - c. I have unpaid balances due to Smart. I understand that my service application shall not be processed until I have settled all unpaid balances. If I am unable to settle payment for these unpaid balances within 30 days, my service application shall automatically be cancelled. I acknowledge that Smart may contact me for updates or reminders within the 30 days that my service application is temporarily parked. I also acknowledge that Smart may use my parked service application for further analysis within the same 30-day period, solely for Smart to plan for future growth and increase its areas of serviceability.
 - b. requires additional supporting documents to be submitted. I understand that my service application shall not be processed until these supporting documents are submitted by me. If I am unable to submit these additional documents within 30 days, my service application shall automatically be cancelled; and
 - c. I have unpaid balances due to Smart. I understand that my service application shall not be processed until I have settled all unpaid balances. If I am unable to settle payment for these unpaid balances within 30 days, my service application shall automatically be cancelled. I acknowledge that Smart may contact me for updates or reminders within the 30 days that my service application is temporarily parked. I also acknowledge that Smart may use my parked service application for further analysis within the same 30-day period, solely for Smart to plan for future growth and increase its areas of serviceability.
3. I acknowledge that Smart shall send me my Statement of Account (“SOA”) seven (7) calendar days after the Statement Date via electronic mail, through the email address I specified in my application. I agree to hold Smart free and harmless from any liability for my failure to receive the SOA despite it being sent to my email address. I understand that I will no longer receive a printed copy of my SOA, unless I have stated otherwise by indicating my preference for SOA delivery in my application.
4. I acknowledge that there are some instances where Smart may be required to disclose my personal data as part of its regular business operations and to provide its products and services. I understand that my personal data may be disclosed to:
 - a. Smart’s third-party contractors and professional advisers who help Smart deliver its products and services. This includes partner companies, organizations, or agencies, and their sub-contractors. For example: Smart’s couriers for bill delivery and customer contact centers that provide pre-and post-sales hotline operations;
 - b. Smart’s subsidiaries and affiliates with whom I have also signed-up with. I understand that this is done only for the improvement of their business and operations. For example: Smart may share information related to my use of its products and services with its subsidiaries and affiliates so that

they can create new offers that bundle their products and services into a single subscription for my benefit;

c. Other companies to whom I may have also given consent my consent for Smart to share my information with. For example, when I sign-up for products and services offered by other companies, they may request for information from Smart in order for them to validate my identity; and

d. Law enforcement and government agencies, but only when required by laws and regulations and other lawful orders and processes. I acknowledge that a complete list of these third-parties may be accessed by myself through <https://smart.com.ph/Corporate/privacy#affiliates>.

5. I acknowledge that Smart processes and discloses my personal data to the Government, in cases when Smart is required to do so for purposes such as:
 - a. To assist public authorities. I understand that Smart may generate statistical insights based on my usage of its network and facilities to assist public authorities in planning for healthcare, disaster management, and other similar initiatives; and
 - b. To comply with legal requirements. I understand that Smart runs credit scoring programs and initiatives, including but not limited to, providing information to the Credit Information Corporation in accordance to Republic Act No. 9501 and the Credit Information System Act. Smart may also perform other required personal data processing or disclosure to meet other relevant legal and regulatory requirements.
6. I acknowledge that Smart shall process my personal data based on its legitimate interest to function effectively as a business, and that this is only done when said legitimate interests do not override my personal interests and fundamental rights or freedoms.
 - a. For the continuous improvement of Smart’s business and operations. For example, when Smart analyzes my usage of its network and facilities to help them manage my account, provide customer care activities, investigate and resolve service-related requests and concerns that I may have, monitor the quality and security of its network, train its staff, and plan for future growth. I acknowledge that Smart may also process my personal contact details and publish them in an internal directory listing, in order to effectively communicate with me and provide me with necessary assistance.
 - b. For the continuous improvement of Smart’s products and services. I acknowledge that Smart may collect, use, process, and analyze my use of its products and services so that it can understand how to improve them for my benefit. Smart’s analysis may include some information about my usage, such as the volume and frequency of my use of its SMS, voice, and data services, and my historical locational information which it determines based on an analysis of the places where I may have used our products and services. I understand that this is done in order to generate insights on foot traffic, crowd density, and mobility patterns.
 - c. For Smart to understand my needs and preferences so that it can serve me better. I acknowledge that Smart shall process data to determine my usage profile by maintaining a record of the products and services that I avail, and by analyzing other activities such as when I participate in Smart’s market research initiatives, when I visit and transact in Smart stores, and when I visit and use Smart websites and mobile apps as listed in <https://smart.com.ph/Corporate/privacy#apps>. I understand that Smart does so in order to gain a better insight of the kinds of offers that would be relevant to my preferences.
 - d. For Smart to manage the security of its business operations. I understand that Smart may process my personal data to conduct IT security operations, to manage its assets, to ensure my fair use of its products and services, and for business continuity, disaster recovery, and audit purposes.
7. I consent to Smart’s processing of my personal data as I avail of its products and services so that Smart may be able to create and offer better products and services for me, including through direct marketing. I understand that Smart carries out the following processing activities based on my consent.
 - a. To send me offers, recommendations and promotions. I consent to Smart’s processing of my usage profile to send me customized offers and promotions through my contact details using channels such as SMS, voice calls, and e-mail. This includes location-based offers that are exclusively available in areas that I may frequent.
 - b. To elaborate my usage profile. I consent to Smart’s collection of personal information about me from third-party sources such as its subsidiaries, affiliates, and business partners, to whom I have also given my consent for them to share my information. I acknowledge that Smart creates this

enhanced usage profile about me solely to get a deeper understanding of my preferences so that I may receive even better targeted product recommendations, special offers, and promotions. I acknowledge that I can choose to object to and withdraw my consent from any of these processes at any time through <https://smart.com.ph/privacy>.

8. I acknowledge that Smart will keep all information pertaining to my account, including all personal data about myself, for as long as I continue to use Smart’s products and services, and for a maximum of twelve (12) years from my service’s permanent deactivation. In the event that my application is not approved by Smart, I acknowledge that any information and documents I have provided shall be returned to me.
9. I acknowledge that I am afforded certain rights in relation to my personal data under the Data Privacy Act of 2012 (Republic Act No. 10173), and that I am entitled (in the circumstances and under the conditions, and subject to the exceptions, set out in applicable law) to:
 - a. Request access to the personal data that Smart processes about me.
 - b. Request a rectification of my personal data.
 - c. Request the erasure of my personal data.
 - d. Request the restriction of the processing of my personal data.
 - e. Request portability of my personal data.

When the processing of my personal data is based on my consent, I acknowledge that I have the right to withdraw such consent at any time by contacting Smart’s Data Privacy Officer, or by accessing <https://smart.com.ph/privacy>. I understand that this will not affect the lawfulness of the processing that was carried out before I withdrew my consent or Smart’s right to continue parts of the processing based on legal bases other than my consent. If Smart is unable to provide me with another legal basis justifying the processing of my personal data, Smart will stop the processing and delete my personal data. I acknowledge that I may learn more about my privacy rights by visiting <https://smart.com.ph/corporate/privacy>.

If I believe that my data privacy rights have been violated, I may get in touch with Smart’s Data Privacy Officer through the contact details provided below. In some instances, I understand that Smart may request for supporting documents or proof before it effects any requested changes to my personal data. *Smart Data Privacy Office 6799 Ayala Ave., Makati City, 1226, Philippines*
Email: dataprivacyoffice@smart.com.ph

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

Customer’s signature over printed name:

Date signed (MM/DD/YY):

____/____/____

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

- Complete Form & Signed Subscriber Declaration
- Certificate of Employment / 1 Month Latest Payslip (if with date hired/employee status)
- Company ID (Front and Back)
- Primary Government Issued ID



SERVICE APPLICATION FORM
ENTERPRISE EXTENSION v.2

Date Hired: _____
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**

<input type="checkbox"/> NEW CONNECT	<input type="checkbox"/> RETENTION Mobile Min for Retention _____
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: <input type="checkbox"/> Office <input type="checkbox"/> Residence - Please attach Proof of Billing	
OFFICE ADDRESS (Building, Street, Baranggay, City/Province/Zip code): *Required	
RESIDENCE ADDRESS (Building, Street, Baranggay, City/Province/Zip Code): *Required	

PLAN DETAILS	PLAN 500	PLAN 1000	PLAN 1500	PLAN 2000	PLAN: _____ <input type="checkbox"/> Option <input type="checkbox"/> Additional
Quantity					
Handset Model					
Color	ANY	ANY	ANY	ANY	ANY
Monthly Amortization					
Total MSF					
One Time Cashout	na	na	na	na	
Contract Term (Mos)	24mos	24mos	24mos	24mos	

Notes:

INCLUSIONS	Unlimited	Unlimited	Unlimited	Unlimited	Indicate Inclusions below:
Calls to Smart	Unlimited	Unlimited	Unlimited	Unlimited	
Calls to Sun	Unlimited	Unlimited	Unlimited	Unlimited	
Internet (Local)	2GB	6GB	10GB	40GB	
Calls to All Networks (Mins)	Unlimited	Unlimited	Unlimited	Unlimited	
Calls to All Landline	Unlimited	Unlimited	Unlimited	Unlimited	
SMS to All Networks	Unlimited	Unlimited	Unlimited	Unlimited	

RATES (VAT inc.)				NEAREST RELATIVE INFORMATION *	
Voice		SMS		Name: _____	
On-Net P5.00	On-Net P0.50			Relationship: _____	
Off-Net P5.00	Off-Net P0.50			Address: _____	
Landline P5.00		MMS		_____	
International	On-Net P1.00			_____	
SMS P10	Off-Net P2.00			_____	
Voice (\$ Rate) USD 0.40		Data		Mobile Number: _____	
	KB P0.05/KB			Landline No: _____	

FOR SMART'S USE ONLY		
EE Personnel/Admin	Credit Officer	Validations Officer
Name		
Signature		
Status/Remarks		

***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.

4.0 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 (SAF), unless sooner terminated as provided herein. The Subscriber may continue by renewing the Service in writing after the said contract term by executing a retention request via the SAF.

5.0 HARDWARE

5.1 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.

5.2 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.

5.3 Special terms and conditions apply to iPhone units.

6.0 PAYMENT TERMS

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

6.1.1 A monthly fixed fee for the Services;

6.1.2 All charges incurred by the Subscriber; and

6.1.3 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 be responsible for the payment of the tax. SMART shall be responsible for the tax. SMART shall furnish SMART with the corresponding certificate of withholding tax within twenty (20) days after the end of each quarter.

6.2 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.

6.3 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 assignment of the Hardware to another Subscriber. SMART shall be responsible for the Hardware. The proper care and maintenance of the Hardware shall be the Subscriber's sole responsibility.

6.4 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.

6.5 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.

6.6 Plan offers may have a built-in feature that automatically protects the Subscriber's bill up to a certain amount determined by SMART covering the standard data charges in addition to on-top-of the monthly service fee of the plan offer ("Anti-Bill Shock"). The Subscriber shall be liable for all incurred data charges based on the standard data rating scheme as indicated in the SAF, up to the Anti-Bill Shock (ABS), if applicable. Nonpayment of these charges or refusal on the part of the Subscriber to pay charges shall be sufficient ground for SMART to discontinue the Service.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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 to any other representative or salesperson shall be invalid.

19.0 ADVANCE PAYMENT AND CHARGES

19.1 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.

19.2 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.

20.0 LOSS OR DAMAGE OF SIMCARD

20.1 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.

20.2 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

20.3 remain for the account of the Subscriber. The Subscriber should immediately request for a replacement SIM Card subject to fee, if any.

21.0 SERVICE REDUCTION

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.

22.0 TEMPORARY DISCONNECTION AND RESUMPTION OF SERVICE

22.1 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.

22.2 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 made by the Subscriber.

22.3 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.

23.0 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"):

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

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

23.3 Use of the Service in prohibited services like callback, dial back, unauthorized ad-tech, international and national simple message (SR/SMS), international revenue share fraud (IRSF), premium rate service (PRS) fraud, internet fraud, hacking, SMS spamming, SMS flooding, SMS hoax, and other similar services;

23.4 Tampering, altering, modification, or unauthorized programming of the SIM Card or its digitalizer/feature;

23.5 Use of SMART Subscriber Identity Module (SIM) cards with unauthorized types of devices apart from the intended hardware (i.e. smartphones or tablets) for example, SIM cards must not be inserted in portable laptops and fixed routers. Otherwise, the Company reserves the right to temporarily suspend or terminate its service without proration.

23.6 Activities that are considered unlawful by the laws of the Republic of the Philippines;

23.7 Obstruction, penetration, or attempt to obstruct or penetrate the security of any entity's network or systems such as malicious software (e.g., Trojan horses, worms, spyware, etc.), denial of service attacks, spam emails, etc.;

23.8 Excessive contribution, where maximum allowable data usage within a billing cycle exceeds up to 60GB beyond the Service's Anti-Bill Shock feature;

23.9 Use of high bandwidth applications like operation of servers, web broadcasting, and the like. Should the Subscriber engage in any of the abovementioned activities, the Company has the right to take necessary actions including, but not limited to, the following:

23.10 SMART may implement network management practices to improve its service, to reduce network congestion, and to adapt to changing technological circumstances;

23.11 SMART may downgrade Subscriber's data speed in case of excessive usage at any point during a billing cycle;

23.12 SMART may obtain and monitor Subscriber's usage information through reasonable and legal methods; and

23.13 SMART may temporarily disconnect, interrupt, or terminate the Subscriber's data services without prior notice. 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 circuit. 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/s, 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.

24.0 DATA PRIVACY

24.1 SMART complies with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. SMART, its officers, employees, agents and representative in connection with SMART's performance of the Agreement, shall, among others:

24.1.1 Process personal data only upon the documented instructions of the Subscriber, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;

24.2 Implement measures and systems such as clear written guidelines and training modules for its employees, agents, and representatives, that will enable data subjects to exercise any and all of their rights under the Data Privacy Act of 2012;

24.3 Implement such measures and systems that will allow data subjects to exercise their right to object or withhold consent to further processing as provided under the Data Privacy Act of 2012;

24.4 Implement such measures and systems that will allow data subjects to exercise their right to access under the Data Privacy Act of 2012;

24.5 Maintain proper records, and provide the Subscriber access to such records, as will allow said Subscriber to comply with the exercise of their data subject rights under the Data Privacy Act of 2012;

24.6 Ensure that data subjects will be able to exercise their right to rectification, modification, or blocking of data under the Data Privacy Act of 2012;

24.7 Determine the appropriate level of security measures, subject to, and in conjunction with, that of the Subscriber, taking into account the nature of the personal information to be protected, the risks represented by the processing, the size of the organization and complexity of its operations, current data privacy best practices, and cost of security implementation;

24.8 Implement security measures for data protection (i.e., generally, the physical, organization, and technical security measures prescribed by the Data Privacy Act and its implementing rules and regulations), including policies for evaluation, monitoring, and review of operations and security risks. These measures may include clear written guidelines, training modules for its employees, agents, and representatives, and audit measures in relation to the (1) collection, processing, maintenance, and deletion/disposal of personal data and records; and (2) the sharing of this information, especially on the specific persons to whom the information may be given access. Such measures shall aim to maintain the availability, integrity, and confidentiality of personal data and prevent negligent, unlawful, or fraudulent processing, access, and other interference, use, disclosure, alteration, loss, and destruction of personal data;

24.9 Implement reasonable and appropriate organizational, physical, and technical measures intended for the protection of personal information of the Subscriber, including, but not limited to, the disclosure of such information well as against any other unlawful processing, or for such other purposes as may be required under the Data Privacy Act of 2012 or any other applicable law or regulation;

24.10 Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction, and against dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration, and contamination;

24.11 Ensure that its employees, agents, and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations.

24.12 Not to engage another processor without prior instruction from the Subscriber. Provided, that any such arrangement shall ensure that the same obligations for data protection under this document are implemented, taking into account the nature of the processing;

24.13 In case of data breach, promptly notify the Subscriber within twenty-four (24) hours or earlier from the time of discovery, to enable said Subscriber to notify the National Privacy Commission and the affected data subject or subscriber within the period prescribed under the Data Privacy Act of 2012, when sensitive personal information that is not confidential in nature and the circumstances, be used to enable identity fraud are reasonably believed to have been acquired by an unauthorized person, and the Subscriber, SMART, or the National Privacy Commission believes that such unauthorized acquisition is likely to give rise to a real risk of serious harm to any affected data subject or subscriber;

24.14 Promptly inform the Subscriber, if in its opinion, any instructions of the Subscriber violate, or may be made available to the Subscriber, all information necessary to demonstrate compliance with the obligations under the Data Privacy Act of 2012 or any other issuance of the National Privacy Commission;

24.15 Assist the Subscriber in ensuring compliance with the Data Privacy Act of 2012, its implementing rules and regulations, other relevant laws, and other issuances of the National Privacy Commission, taking into account the nature of the processing and the information available to SMART;

24.16 At the choice of the Subscriber, delete, destroy, or return all personal data to the former after the end of the provision of services relating to the processing. Provided, that this includes deleting or destroying existing copies unless storage is authorized by the Data Privacy Act of 2012 or another law;

24.17 Make available to the Subscriber all information necessary to demonstrate compliance with the obligations laid down in the Data Privacy Act of 2012, and allow for and contribute to audits, including inspections, conducted by the Subscriber or another auditor mandated by the latter; and

24.18 Include all the foregoing in the privacy and security policy of SMART.

24.19 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:

25.1 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);

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

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

25.4 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;

25.5 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;

25.6 any inherent defect in the Hardware or any defect or outage to the Hardware resulting from use other than the normal and customary manner, subject to the warranties provided in sub-clause 2.02;

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

26.0 DISCONNECTION OR TERMINATION OF THE SERVICE

26.1 SMART may terminate, suspend or terminate the Service without prior notice if:

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

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

26.1.3 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 regarding its business.

Without prejudice to any of the sub-clause 11.1 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. 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.

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 SAF, the Subscriber shall pay the pre-termination fee indicated in the applicable form.

26.5.1 Any subsidy provided by SMART to the Subscriber;

26.5.2 The value of the service unit; and

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

27.0 INDEMNITY

27.1 SMART 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.

28.0 DISCLAIMER OF WARRANTY

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

29.0 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.

30.0 COMPLAINTS

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

31.0 OTHER CONDITIONS

31.1 TRANSFER OF OWNERSHIP / MIGRATION / DOWNGRADE
31.1.1 The Subscriber agrees that any transfer of ownership or migration or plan downgrade or cancellation/termination of the Service can only be made without charges after the 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.

31.1.2 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.

31.2 For SIM only subscriptions (if applicable)

31.2.1 This Agreement shall apply 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.

32.0 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, of their respective internal business rules or Corporate Governance policies in relation to this Agreement; (b) advise 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.

33.0 MISCELLANEOUS

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

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

33.3 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.

33.4 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.

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

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

33.7 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.

33.8 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.

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

33.10 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 surcharge.

SMART ENTERPRISE M2M SOLUTIONS

These Smart Enterprise M2M Solutions Terms and Conditions shall supplement the Smart Enterprise Terms and Conditions for all solutions and/or hosting services provided by the third-party Suppliers ("Suppliers" of "Third Party Products/Services") of SMART that are connected to or used in conjunction with SMART's telecommunications services.

7. Should the Subscriber avail of these Third Party Products/Services, the Subscriber agrees to be bound by, and shall be responsible for causing all Users accessing the Third Party Products/Services to comply with, the End User License Agreement / End User Service Agreement/ Terms of Use and Privacy Policy of the Third Party Product/Service/Supplier ("Supplier Terms") as each may be amended from time to time. The Subscriber shall be responsible for the acts and omissions by any User. Should the Subscriber fail to comply with Supplier Terms, SMART shall immediately cause the termination of your access to the Third-Party Products/Services.

8. Deployment, provisioning, activation, and training will be based on a mutually agreed timeline and only upon (a) submission of documentary requirements of SMART, (b) approval of the Subscriber's application; and (c) payment of the corresponding advance Monthly Service Fee, unless otherwise specified in writing.

9. The security of the Subscriber's pre-assigned Service Access and the confidentiality of its Personal Identification Number (PIN) as well as the proper care and maintenance of the Hardware shall be the Subscriber's sole responsibility.

10. Risk of loss, theft or damage to any of the data provided by the Subscriber shall be for the account of the Subscriber, unless proven that the same was caused by the fault or negligence of the Supplier. SMART shall not be liable for any loss, theft or damage to the data provided by the Subscriber.

11. The Subscriber shall be responsible for the use of the Service and shall not use the Service nor allow the Service to be used to transmit, distribute or store contents or messages (including e-mail messages) which are inappropriate (including, but not limited to, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent, harmful (including, but not limited to, viruses, worms, password-cracking programs or Trojan horses), and/or fraudulent or misleading (including, but not limited to, false, deceptive, or misleading statements, claims, or representations), as reasonably determined by SMART in accordance with generally accepted standards of the Internet community, nor to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints against SMART.

12. The Subscriber shall be responsible to take all reasonable measure to avoid any unauthorized or fraudulent use of the Service and shall immediately notify SMART of the same. The Subscriber shall be liable for all transactions from the use of the Service regardless of who may make such transactions or even if such charges were incurred through or as a result of such fraudulent or unauthorized use of the Service. Non-payment of bills or refusal on the part of the Subscriber to pay bills arising from these transactions shall be sufficient ground for SMART to discontinue the Service.

The Third-Party Products/Services are supplied on an "as is" basis without any express or implied warranties except for those provided in the Supplier Terms. The Subscriber waives any and all claims for service fees, compensations or other benefits as well as claims for liabilities, attorney's fees suits, costs and for any special, indirect, incidental or consequential damages OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES, RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, THE PERFORMANCE OF THE SERVICE, OR DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFIT, BUSINESS OPPORTUNITIES, BUSINESS STOPPAGE, LOSS OF DATA OR BUSINESS INFORMATION, COMPUTER DAMAGES, OR DAMAGES RESULTING FROM UNAUTHORIZED ACCESS TO OR CHANGES MADE TO CLIENTS TRANSMISSIONS OR DATA, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, SMART or its officers, directors and employees or any of its affiliates, subsidiaries, suppliers or parent corporation(s) resulting from or arising out of the use (or inability to use) and access of the SERVICE.

SUBSCRIBER DECLARATION

(standalone subscriptions)

My signature below signifies that:

All information that I have stated in this application, including all supporting documents that I have submitted, are true and correct. I have voluntarily provided this information and supporting documents to Smart1 for the processing and evaluation of my application for service subscription; and

I acknowledge that Smart will collect, use, and share my personal data as follows:

1. I acknowledge that Smart will require the validation of my identity and my credit history in order to evaluate my application for service subscription. I therefore authorize the following:
 - a. Smart to obtain relevant information about myself and my credit information from my declared employer or business, and from the banks, credit card companies, and other financial institutions and service providers with whom I have existing accounts with, as evidenced by the supporting documents I have submitted together with my application; and
 - b. For Smart, and third-party business partners authorized by Smart, to compute my credit score using my credit information and other relevant information that have been obtained about me. I acknowledge that my credit score shall be used solely to evaluate my application for service subscription with Smart, and that I may access a complete list of the third-party business partners of Smart who compute for my credit score through <https://smart.com.ph/Corporate/privacy#affiliates>.
2. I acknowledge that Smart may temporarily park my service application in cases where:
 - a. My preferred service is currently unavailable. I understand that I may choose to wait up to a maximum of 30 days for my preferred service to become available. If, after the prescribed 30 days, my preferred service is still unavailable, my service application shall automatically be cancelled, unless I update my application and avail a different service type;
 - b. requires additional supporting documents to be submitted. I understand that my service application shall not be processed until these supporting documents are submitted by me. If I am unable to submit these additional documents within 30 days, my service application shall automatically be cancelled; and
 - c. I have unpaid balances due to Smart. I understand that my service application shall not be processed until I have settled all unpaid balances. If I am unable to settle payment for these unpaid balances within 30 days, my service application shall automatically be cancelled.I acknowledge that Smart may contact me for updates or reminders within the 30 days that my service application is temporarily parked. I also acknowledge that Smart may use my parked service application for further analysis within the same 30-day period, solely for Smart to plan for future growth and increase its areas of serviceability.
3. I acknowledge that Smart shall send me my Statement of Account ("SOA") seven (7) calendar days after the Statement Date via electronic mail, through the email address I specified in my application. I agree to hold Smart free and harmless from any liability for my failure to receive the SOA despite it being sent to my email address. I understand that I will no longer receive a printed copy of my SOA, unless I have stated otherwise by indicating my preference for SOA delivery in my application.

4. I acknowledge that there are some instances where Smart may be required to disclose my personal data as part of its regular business operations and to provide its products and services. I understand that my personal data may be disclosed to:
 - a. Smart's third-party contractors and professional advisers who help Smart deliver its products and services. This includes partner companies, organizations, or agencies, and their sub-contractors. For example: Smart's couriers for bill delivery and customer contact centers that provide pre- and post-sales hotline operations;
 - b. Smart's subsidiaries and affiliates with whom I have also signed-up with. I understand that this is done only for the improvement of their business and operations. For example: Smart may share information related to my use of its products and services with its subsidiaries and affiliates so that they can create new offers that bundle their products and services into a single subscription for my benefit;
 - c. Other companies to whom I may have also given consent my consent for Smart to share my information with. For example, when I sign-up for products and services offered by other companies, they may request for information from Smart in order for them to validate my identity; and
 - d. Law enforcement and government agencies, but only when required by laws and regulations and other lawful orders and processes. I acknowledge that a complete list of these third-parties may be accessed by myself through <https://smart.com.ph/Corporate/privacy#affiliates>.
5. I acknowledge that Smart processes and discloses my personal data to the Government, in cases when Smart is required to do so for purposes such as:
 - a. To assist public authorities. I understand that Smart may generate statistical insights based on my usage of its network and facilities to assist public authorities in planning for healthcare, disaster management, and other similar initiatives; and
 - b. To comply with legal requirements. I understand that Smart runs credit scoring programs and initiatives, including but not limited to, providing information to the Credit Information Corporation in accordance to Republic Act No. 9501 and the Credit Information System Act. Smart may also perform other required personal data processing or disclosure to meet other relevant legal and regulatory requirements.
6. I acknowledge that Smart shall process my personal data based on its legitimate interest to function effectively as a business, and that this is only done when said legitimate interests do not override my personal interests and fundamental rights or freedoms.
 - a. For the continuous improvement of Smart's business and operations. For example, when Smart analyzes my usage of its network and facilities to help them manage my account, provide customer care activities, investigate and resolve service-related requests and concerns that I may have, monitor the quality and security of its network, train its staff, and plan for future growth. I acknowledge that Smart may also process my personal contact details and publish them in an internal directory listing, in order to effectively communicate with me and provide me with necessary assistance.
 - b. For the continuous improvement of Smart's products and services. I acknowledge that Smart may collect, use, process, and analyze my use of its products and services so that it can understand how to improve them for my benefit. Smart's analysis may include some information about my usage, such as the volume and frequency of my use of its SMS, voice, and data services, and my historical locational information which it determines based on an analysis of the places where I may have used our products and services. I understand that this is done in order to generate insights on foot traffic, crowd density, and mobility patterns.
 - c. For Smart to understand my needs and preferences so that it can serve me better. I acknowledge that Smart shall

process data to determine my usage profile by maintaining a record of the products and services that I avail, and by analyzing other activities such as when I participate in Smart's market research initiatives, when I visit and transact in Smart stores, and when I visit and use Smart websites and mobile apps as listed in <https://smart.com.ph/Corporate/privacy#apps>. I understand that Smart does so in order to gain a better insight of the kinds of offers that would be relevant to my preferences.

- d. For Smart to manage the security of its business operations. I understand that Smart may process my personal data to conduct IT security operations, to manage its assets, to ensure my fair use of its products and services, and for business continuity, disaster recovery, and audit purposes.
7. I consent to Smart's processing of my personal data as I avail of its products and services so that Smart may be able to create and offer better products and services for me, including through direct marketing. I understand that Smart carries out the following processing activities based on my consent.

a. To send me offers, recommendations and promotions. I consent to Smart's processing of my usage profile to send me customized offers and promotions through my contact details using channels such as SMS, voice calls, and e-mail. This includes location-based offers that are exclusively available in areas that I may frequent.

b. To elaborate my usage profile. I consent to Smart's collection of personal information about me from third-party sources such as its subsidiaries, affiliates, and business partners, to whom I have also given my consent for them to share my information. I acknowledge that Smart creates this enhanced usage profile about me solely to get a deeper understanding of my preferences so that I may receive even better targeted product recommendations, special offers, and promotions. I acknowledge that I can choose to object to and withdraw my consent from any of these processes at any time through <https://smart.com.ph/privacy>.

8. I acknowledge that Smart will keep all information pertaining to my account, including all personal data about myself, for as long as I continue to use Smart's products and services, and for a maximum of twelve (12) years from my service's permanent deactivation. In the event that my application is not approved by Smart, I acknowledge that any information and documents I have provided shall be returned to me.
9. I acknowledge that I am afforded certain rights in relation to my personal data under the Data Privacy Act of 2012 (Republic Act No. 10173), and that I am entitled (in the circumstances and under the conditions, and subject to the exceptions, set out in applicable law) to:
 - a. Request access to the personal data that Smart processes about me.
 - b. Request a rectification of my personal data.
 - c. Request the erasure of my personal data.
 - d. Request the restriction of the processing of my personal data.
 - e. Request portability of my personal data.

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

If I believe that my data privacy rights have been violated, I may get in touch with Smart's Data Privacy Officer through the contact details provided below. In some instances, I understand that Smart may request for supporting documents or proof before it effects any requested changes to my personal data.
Smart Data Privacy Office 6799 Ayala Ave., Makati City, 1226, Philippines
Email: dataprivacyoffice@smart.com.ph

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

Customer's signature over printed name:

Date signed (MM/DD/YY):

_____/_____/_____

REQUIREMENTS CHECKLIST

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

- Complete Form & Signed Subscriber Declaration
- Company ID (Front and Back)
- 1 Month Latest Payslip (if applying for a plan higher than 2000 MSF)
- Proof of Billing or Gov ID (if delivery is residence)



**SERVICE APPLICATION FORM
ENTERPRISE EXTENSION v.2**

Date Hired: _____
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.*

NEW CONNECT

RETENTION

Mobile Min for Retention _____

***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: Office Residence - Please attach Proof of Billing

OFFICE ADDRESS (Building, Street, Baranggay, City/Province/Zip code): *Required

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

PLAN DETAILS

INFINITY LIMITLESS PLAN 3500

PLAN: _____

Option Additional

Quantity		
Handset Model		
Color		ANY
Monthly Amortization		
One Time Cashout		
Contract Term (Mos)		

Notes:

INCLUSIONS

Indicate Inclusions below:

Calls to Smart		Unlimited
Calls to Sun		Unlimited
Internet (Local)		Non Stop Surf
Calls to All Networks		180 Minutes
SMS to All Networks		Unlimited

RATES (VAT inc.)

NEAREST RELATIVE INFORMATION *

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

Name: _____
Relationship: _____
Address: _____
Mobile Number: _____
Landline No: _____

FOR SMART'S USE ONLY

	EE Personnel/Admin	Credit Officer	Validations Officer
Name			
Signature			
Status/Remarks			

***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 users or assignees 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.

7.0 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 (SAF), unless sooner terminated as provided herein. The Subscriber may continue by renewing the Service in writing after the said contract term by executing a retention request via the SAF.

8.0 HARDWARE
8.1 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.
8.2 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.
8.3 Special terms and conditions apply to iPhone units.
9.0 PAYMENT TERMS
9.1 The Subscriber shall pay all amounts due to SMART in respect of:

9.1.1 A monthly fixed fee for the Services;
9.1.2 Charges incurred in using the Service; and
9.1.3 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 be responsible for the payment of the tax. SMART shall not be liable for the tax. SMART shall furnish SMART with the corresponding certificate of withholding tax within twenty (20) days after the end of each quarter.

9.2 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.
9.3 The Subscriber agrees that it shall be fully responsible for the settlement of Hardware cost or, if any, subject of this Agreement. The Subscriber shall bind itself to be continuously responsible of the Hardware cost regardless of assignment, transfer or re-transfer of the Hardware. The proper care and maintenance of the Hardware shall be the Subscriber's sole responsibility.
9.4 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.
9.5 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 terminate the Service.
9.6 Plan offers may have a built-in feature that automatically protects the Subscriber's bill up to a certain amount determined by SMART covering the standard data charges in addition to on-top-of the monthly service fee of the plan offer ("Anti-Bill Shock"). The Subscriber shall be liable for all incurred data charges based on the standard data rating scheme as indicated in the SAF, up to the Anti-Bill Shock (ABS), if applicable. Nonpayment of these charges or refusal on the part of the Subscriber to pay charges shall be sufficient ground for SMART to discontinue the Service.
9.7 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 its 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.
9.8 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.

9.9 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.
9.10 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 billing.
9.11 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.
9.12 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 to any other representative or salesperson shall be invalid.

10.0 ADVANCE PAYMENT AND CHARGES
34.1 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.

34.2 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.
35.0 LOSS OR DAMAGE OF SIMCARD
35.1 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.
35.2 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
35.3 remain for the account of the Subscriber. The Subscriber should immediately request for a replacement SIM Card subject to fee, if any.

36.0 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 partly with SMART's approval. 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.

37.0 TEMPORARY DISCONNECTION AND RESUMPTION OF SERVICE
37.1 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.
37.2 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 made by the Subscriber.

37.3 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.
38.0 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 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")
38.1 Resale or any commercial use of the Service, without the prior express written consent of SMART;
38.2 Utilization of the Service in bypassing or in activity/s that tend to bypass the SMART network, billing and/or traffic routing;
38.3 Use of the Service in prohibited services like callback, dial back, unauthorized premium rate, international and national long distance (ISD/NLR), international revenue share fraud (IRSF), premium rate service (PRS) fraud, internet fraud, hacking, SMS spamming, SMS flooding, SMS hoax, and other similar services or
38.4 Tampering, altering, modification, or unauthorized programming of the SIM Card or its digital/teletext.

38.5 Use of SMART Subscriber Identity Module (SIM) cards with unauthorized types of devices apart from the intended hardware (i.e., smartphone or tablet). For example, SIM cards should not be inserted in portable laptops and fixed routers. Otherwise, the Company reserves the right to temporarily suspend or terminate its service without proration.
38.6 Activities that are considered unlawful by the laws of the Republic of the Philippines;
38.7 Obstruction, tampering, or attempt to obstruct or penetrate the security of any entity's network or systems such as malicious software (e.g., Trojan horses, worms, spyware, etc.), denial of service attacks, spam emails, etc.;
38.8 Excessive contribution, whose maximum allowable data usage within a billing cycle exceeds up to 60GB beyond the Service's Anti-Bill Shock feature.

38.9 Use of high bandwidth applications and services like operation of servers, web broadcasting, and the like. Should the Subscriber engage in any of the abovementioned activities, the Company has the right to take necessary actions including, but not limited to, the following:
38.10 SMART may implement network management practices to improve its service, to reduce network congestion, and to adapt to technological advancement;
38.11 SMART may downgrade Subscriber's data speed in case of excessive usage at any point during a billing cycle;
38.12 SMART may obtain and monitor Subscriber's usage information through reasonable and legal methods; and
38.13 SMART may temporarily disconnect, interrupt, or terminate the Subscriber's data services without prior notice. 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/s, 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.
39.0 DATA PRIVACY
SMART, at all times, comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. SMART, its officers, employees, agents and representative in connection with SMART's performance of the Agreement, shall, among others:

39.1 Process personal data only upon the documented instructions of the Subscriber, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;
39.2 Implement measures and systems such as clear written guidelines and training modules for its employees, agents, and representatives, that will enable data subjects to exercise any and all of their rights under the Data Privacy Act of 2012;
39.3 Implement such measures and systems that will allow data subjects to exercise their right to object or withhold consent to further processing as provided under the Data Privacy Act of 2012;
39.4 Implement such measures and systems that will allow data subjects to exercise their right to access under the Data Privacy Act of 2012;

39.5 Maintain proper records, and provide the Subscriber access to such records, as will allow said Subscriber to comply with the exercise by the data subject of their right to access under the Data Privacy Act of 2012;
39.6 Ensure that data subjects will be able to exercise their right to rectification, modification, or blocking of data under the Data Privacy Act of 2012;
39.7 Determine the appropriate level of security measures, subject to, and in conjunction with, that of the Subscriber, taking into account the nature of the personal information to be protected, the risks represented by the processing, the size of the organization and complexity of its operations, current data privacy best practices, and cost of security implementation;

39.8 Implement security measures for data protection (i.e., generally, the physical, organization, and technical security measures prescribed by the Data Privacy Act) and its implementing rules and regulations, including policies for evaluation, monitoring, and review of operations and security risks. These measures may include clear written guidelines, training modules for its employees, agents, and representatives, and audit measures in relation to the (1) collection, processing, maintenance, and deletion/disposal of personal data and records; and (2) the sharing of this information, especially on the specific persons to whom the information may be given access. Such measures shall aim to maintain the availability, integrity, and confidentiality of personal data and prevent negligent, unlawful, or fraudulent processing, access, and other interference, use, disclosure, alteration, loss, and destruction of personal data;

39.9 Implement reasonable and appropriate organizational, physical, and technical measures intended for the protection of personal information and to ensure compliance with the consent with each of their applicable laws. It will assign any other unlawful processing, or for such other purposes as may be required under the Data Privacy Act of 2012 or any other applicable law or regulation;
39.10 Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction and against dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration, and contamination;

39.11 Ensure that its employees, agents, and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations.
39.12 Not to engage another processor without prior instruction from the Subscriber. Provided, that any such arrangement shall ensure that the same obligations for data protection under this document are implemented, taking into account the nature of the processing;

39.13 In case of data breach, promptly notify the Subscriber within twenty-four (24) hours or earlier from the time of discovery, to enable said Subscriber to notify the National Privacy Commission and the affected data subject or subscriber within the period prescribed under the Data Privacy Act of 2012, when sensitive personal information is involved. In the circumstances, be used to enable identity fraud are reasonably believed to have been acquired by an unauthorized person, and the Subscriber, SMART, or the National Privacy Commission believes that such unauthorized acquisition is likely to give rise to a real risk of serious harm to any affected data subject or subscriber;

39.14 Promptly inform the Subscriber if, in its opinion, any instructions of the Subscriber involve, or may be considered to violate, the provision of the Data Privacy Act of 2012 or any other issuance of the National Privacy Commission;
39.15 Assist the Subscriber in ensuring compliance with the Data Privacy Act of 2012, its implementing rules and regulations, other relevant laws, and other issuances of the National Privacy Commission, taking into account the nature of the processing and the information available to SMART;

39.16 At the choice of the Subscriber, delete, destroy, or return all personal data to the former after the end of the provision of services relating to the processing; Provided, that this includes deleting or destroying existing copies unless storage is authorized by the Data Privacy Act of 2012 or another law;
39.17 Assist the Subscriber in ensuring full information necessary to demonstrate compliance with the obligations laid down in the Data Privacy Act of 2012, and allow for and contribute to audits, including inspections, conducted by the Subscriber or another auditor mandated by the latter; and
39.18 Include all the foregoing in the privacy and security policy of SMART.

40.0 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:
40.1 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, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties or any change in legislation;

40.2 any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber hereover cause; and
40.3 any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber hereover cause;
40.4 any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information by or payable to any third party by the Subscriber;

40.5 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;
40.6 any inherent defect in the Hardware or any defect or damage to the Hardware resulting from use other than in the normal and non-transitory manner, subject to the warranties provided in sub-clause 2.2; or transmission or non-transmission of any illegal, false, misleading, derogatory, libelous, obscene or vulgar messages or information.

41.0 DISCONNECTION OR TERMINATION OF THE SERVICE
41.1 SMART may suspend or terminate the Service without prior notice if:
41.1.1 The Subscriber fails to pay promptly any amount due and payable hereunder;
41.1.2 The Subscriber commits a breach of any of the terms of this Agreement; or
41.1.3 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, hereunder;
41.1.4 Without prejudice to any of the sub-clause 11.1 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. 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. 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 SAF, the Subscriber shall pay the pre-termination fee indicated in the applicable form.

41.2 SMART may terminate this Agreement at any time if:
41.5.1 Any subsidy provided by Smart to the Subscriber;
41.5.2 The value of the service unit; and
41.5.3 The value of any additional concessions given by Smart (i.e. free use of Smart products and services).

42.0 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.
43.0 DISCLAIMER OF WARRANTY
The Subscriber acknowledges that it has not relied on any warranty, express or implied with regards to the Service provided hereunder.

44.0 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.
45.0 COMPLAINTS
Complaints against SMART or its agents should be brought to the attention of the designated enterprise touch points of SMART.
46.0 OTHER CONDITIONS
46.1 TRANSFER OF OWNERSHIP / MIGRATION / DOWNGRADE
46.1.1 The Subscriber agrees that any transfer of ownership or migration or plan downgrade or cancellation/termination/discontinuation of the service can only be made with the prior written consent and 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.

46.1.2 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.
46.2 For SIM only subscriptions (if applicable)
46.2.1 This Agreement shall apply 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.

47.0 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] advise 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.

48.0 MISCELLANEOUS
48.1 This Agreement shall be governed and construed in accordance with the laws of the Philippines.
48.2 This Agreement together with SMART's records shall be final and conclusive evidence of any dispute between SMART and the Subscriber.
48.3 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.

48.4 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.
48.5 SMART's right shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Subscriber.
48.6 No waiver by SMART of any breach shall operate as a waiver of any other subsequent breach.

48.7 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.
48.8 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.
48.9 Interest on all amounts outstanding to SMART shall accrue at the rate of 2% per month.

48.10 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 surcharge.
SMART ENTERPRISE M2M SOLUTIONS
These Smart Enterprise M2M Solutions Terms and Conditions shall supplement the Smart Enterprise Terms and Conditions for all solutions and/or hosting services provided by the third-party Suppliers ("Suppliers" of "Third Party Products/Services") of SMART that are connected to or used in conjunction with SMART's telecommunications services.

13. Should the Subscriber avail of these Third Party Products/Services, the Subscriber agrees to be bound by, and shall be responsible for causing all Users accessing the Third Party Products/Services to comply with, the End User License Agreement/ End User Service Agreement/ Terms of Use and Privacy Policy of the Third Party Products/Services Supplier ("Supplier Terms") as each may be amended from time to time. The Subscriber shall be responsible for the acts and omissions by any User. Should the Subscriber fail to comply with Supplier Terms, SMART shall immediately cause the termination of your access to the Third-Party Products/Services.

14. Deployment, provisioning, activation, and training will be based on a mutually agreed timeline and only upon (a) submission of documentary requirements of SMART; (b) approval of the Subscriber's application; and (c) payment of corresponding advance Monthly Service Fee, unless otherwise specified in writing.

15. The security of the Subscriber's pre-assigned Service Access and the confidentiality of its Personal Identification Number (PIN) as well as the proper care and maintenance of the Hardware shall be the Subscriber's sole responsibility.
16. Risk of loss, theft or damage to any of the data provided by the Subscriber shall be for the account of the Subscriber, unless proven that the same was caused by the fault or negligence of the Supplier. SMART shall not be liable for any loss, theft or damage to the data provided by the Subscriber.

17. The Subscriber shall be responsible for the use of the Service and shall not use the Service nor allow the Service to be used to transmit, distribute or store contents or messages (including e-mail messages) which are inappropriate (including, but not limited to, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent, harmful (including, but not limited to, viruses, worms, password-cracking programs or Trojan horses), and/or fraudulent or misleading (including, but not limited to, false, deceptive, or misleading statements, claims, or representations), as reasonably determined by SMART in accordance with generally accepted standards of the Internet community, nor to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to proscribe complaints (spam).

18. The Subscriber shall be responsible to take all reasonable measure to avoid any unauthorized or fraudulent use of the Service and shall immediately notify SMART of the same. The Subscriber shall be liable for all transactions from the use of the Service regardless of who may make such transactions even if such charges were incurred through or as a result of such fraudulent or unauthorized use of the Service. Non-payment of bills or refusal on the part of the Subscriber to pay bills arising from these transactions shall be sufficient ground for SMART to discontinue the Service.

The Third-Party Products/Services are supplied on an "as is" basis without any express or implied warranties except for those provided in the Supplier Terms. The Subscriber waives any and all claims for service fees, compensations or other benefits/waives as claims for liabilities, attorney's fees, suits, and costs for any special, indirect, incidental or consequential damages OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES, RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, THE PERFORMANCE OF THE SERVICE, OR DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFIT, BUSINESS OPPORTUNITIES, BUSINESS STOPPAGE, LOSS OF DATA OR BUSINESS INFORMATION, COMPUTER DAMAGES, OR DAMAGES RESULTING FROM UNAUTHORIZED ACCESS OR CHANGES MADE TO CLIENTS' TRANSACTIONS OR DATA, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, against SMART or its officers, directors and employees or any of its affiliates, subsidiaries, suppliers or parent corporation(s) resulting from or arising out of the use (or inability to use) and access of the SERVICE.

SUBSCRIBER DECLARATION

(standalone subscriptions)

My signature below signifies that:

All information that I have stated in this application, including all supporting documents that I have submitted, are true and correct. I have voluntarily provided this information and supporting documents to Smart1 for the processing and evaluation of my application for service subscription; and

I acknowledge that Smart will collect, use, and share my personal data as follows:

2 I acknowledge that Smart will require the validation of my identity and my credit history in order to evaluate my application for service subscription. I therefore authorize the following:

d. Smart to obtain relevant information about myself and my credit information from my declared employer or business, and from the banks, credit card companies, and other financial institutions and service providers with whom I have existing accounts with, as evidenced by the supporting documents I have submitted together with my application; and

e. For Smart, and third-party business partners authorized by Smart, to compute my credit score using my credit information and other relevant information that have been obtained about me. I acknowledge that my credit score shall be used solely to evaluate my application for service subscription with Smart, and that I may access a complete list of the third-party business partners of Smart who compute for my credit score through <https://smart.com.ph/Corporate/privacy#affiliates>.

10. I acknowledge that Smart may temporarily park my service application in cases where:

b. My preferred service is currently unavailable. I understand that I may choose to wait up to a maximum of 30 days for my preferred service to become available. If, after the prescribed 30 days, my preferred service is still unavailable, my service application shall automatically be cancelled, unless I update my application and avail a different service type;

b. requires additional supporting documents to be submitted. I understand that my service application shall not be processed until these supporting documents are submitted by me. If I am unable to submit these additional documents within 30 days, my service application shall automatically be cancelled; and

f. I have unpaid balances due to Smart. I understand that my service application shall not be processed until I have settled all unpaid balances. If I am unable to settle payment for these unpaid balances within 30 days, my service application shall automatically be cancelled.

I acknowledge that Smart may contact me for updates or reminders within the 30 days that my service application is temporarily parked. I also acknowledge that Smart may use my parked service application for further analysis within the same 30-day period, solely for Smart to plan for future growth and increase its areas of serviceability.

11. I acknowledge that Smart shall send me my Statement of Account ("SOA") seven (7) calendar days after the Statement Date via electronic mail, through the email address I specified in my application. I agree to hold Smart free and harmless from any liability for my failure to receive the SOA despite it being sent to my email address. I understand that I will no longer receive a printed copy of my SOA, unless I have stated otherwise by indicating my preference for SOA delivery in my application.

12. I acknowledge that there are some instances where Smart may be required to disclose my personal data as part of its regular business operations and to provide its products and services. I understand that my personal data may be disclosed to:

a. Smart's third-party contractors and professional advisers who help Smart deliver its products and services. This includes partner companies, organizations, or agencies, and their sub-contractors. For example: Smart's couriers for bill delivery and customer contact centers that provide pre- and post-sales hotline operations;

b. Smart's subsidiaries and affiliates with whom I have also signed-up with. I understand that this is done only for the improvement of their business and operations. For example: Smart may share information related to my use of its products and services with its subsidiaries and affiliates so that they can create new offers that bundle their products and services into a single subscription for my benefit;

c. Other companies to whom I may have also given consent my consent for Smart to share my information with. For example, when I sign-up for products and services offered by other companies, they may request for information from Smart in order for them to validate my identity; and

d. Law enforcement and government agencies, but only when required by laws and regulations and other lawful orders and processes. I acknowledge that a complete list of these third-parties may be accessed by myself through <https://smart.com.ph/Corporate/privacy#affiliates>.

13. I acknowledge that Smart processes and discloses my personal data to the Government, in cases when Smart is required to do so for purposes such as:

a. To assist public authorities. I understand that Smart may generate statistical insights based on my usage of its network and facilities to assist public authorities in planning for healthcare, disaster management, and other similar initiatives; and

b. To comply with legal requirements. I understand that Smart runs credit scoring programs and initiatives, including but not limited to, providing information to the Credit Information Corporation in accordance to Republic Act No. 9501 and the Credit Information System Act. Smart may also perform other required personal data processing or disclosure to meet other relevant legal and regulatory requirements.

14. I acknowledge that Smart shall process my personal data based on its legitimate interest to function effectively as a business, and that this is only done when said legitimate interests do not override my personal interests and fundamental rights or freedoms.

e. For the continuous improvement of Smart's business and operations. For example, when Smart analyzes my usage of its network and facilities to help them manage my account, provide customer care activities, investigate and resolve service-related requests and concerns that I may have, monitor the quality and security of its network, train its staff, and plan for future growth. I acknowledge that Smart may also process my personal contact details and publish them in an internal directory listing, in order to effectively communicate with me and provide me with necessary assistance.

f. For the continuous improvement of Smart's products and services. I acknowledge that Smart may collect, use, process, and analyze my use of its products and services so that it can understand how to improve them for my benefit. Smart's analysis may include some information about my usage, such as the volume and frequency of my use of its SMS, voice, and data services, and my historical locational information which it determines based on an analysis of the places where I may have used our products and services. I understand that this is done in order to generate insights on foot traffic, crowd density, and mobility patterns.

g. For Smart to understand my needs and preferences so that it can serve me better. I acknowledge that Smart shall

process data to determine my usage profile by maintaining a record of the products and services that I avail, and by analyzing other activities such as when I participate in Smart's market research initiatives, when I visit and transact in Smart stores, and when I visit and use Smart websites and mobile apps as listed in <https://smart.com.ph/Corporate/privacy#apps>. I understand that Smart does so in order to gain a better insight of the kinds of offers that would be relevant to my preferences.

h. For Smart to manage the security of its business operations. I understand that Smart may process my personal data to conduct IT security operations, to manage its assets, to ensure my fair use of its products and services, and for business continuity, disaster recovery, and audit purposes.

15. I consent to Smart's processing of my personal data as I avail of its products and services so that Smart may be able to create and offer better products and services for me, including through direct marketing. I understand that Smart carries out the following processing activities based on my consent.

a. To send me offers, recommendations and promotions. I consent to Smart's processing of my usage profile to send me customized offers and promotions through my contact details using channels such as SMS, voice calls, and e-mail. This includes location-based offers that are exclusively available in areas that I may frequent.

b. To elaborate my usage profile. I consent to Smart's collection of personal information about me from third-party sources such as its subsidiaries, affiliates, and business partners, to whom I have also given my consent for them to share my information. I acknowledge that Smart creates this enhanced usage profile about me solely to get a deeper understanding of my preferences so that I may receive even better targeted product recommendations, special offers, and promotions. I acknowledge that I can choose to object to and withdraw my consent from any of these processes at any time through <https://smart.com.ph/privacy>.

16. I acknowledge that Smart will keep all information pertaining to my account, including all personal data about myself, for as long as I continue to use Smart's products and services, and for a maximum of twelve (12) years from my service's permanent deactivation. In the event that my application is not approved by Smart, I acknowledge that any information and documents I have provided shall be returned to me.

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

- a. Request access to the personal data that Smart processes about me.
- b. Request a rectification of my personal data.
- c. Request the erasure of my personal data.
- d. Request the restriction of the processing of my personal data.
- e. Request portability of my personal data.

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

If I believe that my data privacy rights have been violated, I may get in touch with Smart's Data Privacy Officer through the contact details provided below. In some instances, I understand that Smart may request for supporting documents or proof before it effects any requested changes to my personal data.
Smart Data Privacy Office 6799 Ayala Ave., Makati City, 1226, Philippines
Email: dataprivacyoffice@smart.com.ph

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

Customer's signature over printed name:

Date signed (MM/DD/YY):

____/____/____