

1. DEFINITION OF SERVICE

- a. For purposes of this Agreement, the term “Service” shall mean the LUDECO Internet service that you have selected. For purposes of this Agreement: “Equipment” shall mean the Optical Network Unit (ONU) modem.

2. USER’S RESPONSIBILITY

- a. You acknowledge that you have the legal authority to enter into this agreement, being the duly designated representative of your company and affirm that the information you supply to us is correct and complete. You understand that for purposes of this agreement the term “YOU” shall mean the company that you represent.
- b. You understand that LUDECO INC. relies on the information you supply and that providing false or incorrect information may result in Service Provisioning delays or suspension or termination of your Service. You agree to promptly notify LUDECO INC. whenever your billing information changes.
- c. That in order to avail of the INTERNET SERVICE, you shall subscribe to a LUDECO INC. service for a minimum contract term indicated in this proposal. LUDECO INC retains absolute ownership over the said Equipment to be provided to you as a consequence of such subscription devices until the end of this contract period. In case of pre-termination, you agree to allow LUDECO INC. to retrieve all LUDECO INC – owned Equipment and other accessories installed at or within your premises and further agree to pay the necessary pre-termination charges and equipment charges.
- d. You undertake not to resell, assign, transfer, sublease, change or otherwise part with LUDECO INC Equipment. You further undertake not to resell or make any commercial use of the Service without prior written consent of LUDECO INC. If such violation is found, LUDECO INC shall have the right to immediately disconnect/terminate the Service without obligation of serving a prior written notice.
- e. LUDECO INC reserves the right to audit connections through ocular or electronic audit/inspections to enforce these or any and all other provisions of this agreement.

3. AVAILABILITY OF SERVICE

- a. The Service you select is available along MC ARTHUR Hi-way (BAUANG, CITY OF SAN FERNANDO and SAN JUAN) but not in all areas.
- b. LUDECO INC may, at any time, without notice or liability for damages in any case, restrict the use of the Service or limit its time of availability in order to perform Service or Equipment maintenance activities. LUDECO INC shall however, immediately inform the Subscriber, whenever feasible, of any operational problems or outages, and shall forthwith restore the Service upon such occurrence.

4. TERM AND TERMINATION

- a. The subscription term begins on the date of your acceptance and ends after completion of the number of payment periods or as agreed in the Order Form (the TERM). You should pay the amount as agreed upon in the form above or as supported by necessary documents (i.e. tax exemption, discount approval, etc.). The rates for availed Add-Ons shall be billed on top of the monthly billable amount of the LUDECO INC. for a period as indicated in the Order Form. However, should you wish to terminate the Service before the expiration of the TERM, the request for service termination shall be subject to a 30-day prior written notice to LUDECO INC. In addition, you agree to pay pre-termination penalty using the formula provided for in paragraph "i" hereof.
- b. You shall pay LUDECO INC. all the required charges set forth in this agreement or any revisions
- c. Billing shall commence on date of activation, delivery and turn-over of LUDECO INC service(s), as indicated in the application form duly signed by your authorized or designated representative(s). If, for any reason whatsoever, from the time you receive and signed the application form within twenty four hours (24) from the date of endorsement of the form, we shall assume that the service is working, deemed accepted and billable. We shall therefore take this as commitment on your part to pay/settle necessary billing components/charges for the service(s) in accordance with this signed Proposal with Conforme and consistent with the provision as herein stated.
- d. In the event that you fail to pay the charges referred to in the preceding paragraph within thirty (30) days from receipt of the LUDECO INC billing statement. LUDECO INC. shall issue a Notice of Disconnection at the end of the month following the unpaid billing. The Notice of Disconnection shall require you to pay the outstanding charges within ten (10) calendar days from receipt of the said Notice of Disconnection
- e. In any case, the termination of the LUDECO INC Service shall not prejudice LUDECO INC. right to collect any unpaid charges from the company you are currently representing.
- f. Reconnection of permanently disconnected LUDECO INC. Service shall require full payment of the outstanding balance and the corresponding charges for the late payment, plus a reconnection fee of P 500, if the service had already been suspended for 3 months but not more than 6 months the amount of P 2,500 shall be paid. All applicable one time charges shall be applied in case of reconnection of permanently disconnected lines.
- g. It is understood that in addition to the monthly recurring charges (MRC), you shall pay the applicable Value Added Tax ("VAT"), or other applicable present or future taxes that may be imposed by the government authority or required to be paid under this agreement as imposed by any governmental authority.
- h. In case of contested bills, the amount due shall be fully settled with corresponding adjustment, if any, to be effected on the succeeding bill. Request for bill adjustment, for whatever reason, shall be made in writing within thirty (30) calendar days from receipt of the billing statements/invoice from LUDECO INC. otherwise, request for billing adjustments made after the said period shall no longer be considered or entertained by LUDECO INC.
- i. In the event that you pre-terminate the service before the contracted Term, you agree to pay LUDECO INC upon discontinuance of the Service a termination fee based on the following formula: $PRE\text{-}TERMINATION\ PENALTY = (MONTHLY\ SERVICE\ FEE \times REMAINING\ MONTHS\ WITHIN\ THE\ CONTRACT\ TERM)$
- j. If LUDECO INC. does not receive any written termination advice from the Customer within sixty (60) calendar days before the end of Contract term, the Contract shall be deemed automatically renewed for a period equivalent to the original term.

5. MANAGEMENT OF YOUR DATA AND COMPUTER

- a. LUDECO INC. shall not be responsible in protecting your telecommunication system against unauthorized external attacks/hacks. Any and all damage, loss and prejudice, suffered by you by reason of such attacks/hacks shall be for your sole account. Thus, in the event of such occurrence, it is your responsibility to investigate the incident with the assistance of LUDECO INC, its affiliates and/or subsidiaries, if so requested.
- b. You agree that the internet is not owned, managed by, or in any way affiliated with LUDECO INC and LUDECO INC has no control over the information or materials accessed via internet through the use of the Service.
- c. LUDECO INC. does not warrant that the Service provided will be uninterrupted, error free, secure, or free from viruses.

6. REPAIR AND REBATE

- a. If LUDECOS's router were damage due to phenomenon or natural disaster event, LUDECO will replace the router, with no additional cost to client.
- b. if phenomenon or natural disaster event, which affects the performance by either party, LUDECO can repair the affected client within 24 to 72 hours. Client need to call our customer service hotline
Landline #: (072)603.1045 (8AM to 5PM Monday to Saturday)
Contact us customer service 24/7
Mobile No.: 0917-7738463 VOICE ONLY
Direct Mobile #:0917-1363429
- c. Once it was reported for repair and LUDECO INC. didn't take an action for repair the affected client which is 24 to 72 hours, rebate will be applied, and the computation would be per day
- d. If ever phenomenon or natural disaster continues and nonstop for 30 days and can't repair the line, either party shall have the right to terminate the Service or these terms and conditions, and the rights and obligations of the parties shall be resolved either by mutual agreement or by applicable law.

7. CUSTOMER RESPONSIBILITIES

- Customer shall be responsible for the following:
- a. Cable Entrance Facility (CEF)
 - b. Local Area Network/ In house Wiring

8. DATA PRIVACY

- a. Customer information that is collected, stored, accessed, processed and disposed are used to enable us to provide our customers with their desired LUDECO products and services. Information is also used in accordance with the Data Privacy Act of 2012.

PLEASE TAKE NOTE THAT THE MODEM IS OWNED BY LUDECO DURING THE TERM OF SUBSCRIPTION CONTRACT. IT IS ONLY BEING ENTRUSTED TO YOU FOR THE USE OF OUR SERVICES. FAILURE TO SURRENDER THE MODEM AFTER THE TERMINATION OF THE CONTRACT OTHER THAN THE EXPIRATION OF THE THREE (3) YEAR CONTRACT MAY MAKE YOU LIABLE FOR ESTAFA

