



SMART ENTERPRISE POSTPAID SERVICE APPLICATION FORM (CORPORATE)

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.

BRAND/PRODUCT SMART ENTERPRISE POSTPAID	TRANSACTION <input type="checkbox"/> NEW CONNECT <input type="checkbox"/> RETENTION
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SUBSCRIBER'S INFORMATION *Required

TYPE OF BUSINESS / ORGANIZATION <input type="checkbox"/> CORPORATION <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> SOLE/PARTNERSHIP OT <input type="checkbox"/> RS (Please Specify) _____

COMPANY / BUSINESS NAME: _____

BILLING ADDRESS (Building, Street, Baranggay, City/Province/Zip code): _____

BUSINESS CONTACT NUMBER/S: _____

Please fill out below for Sole Proprietorship or One Person Corporation Type of Business only

BUSINESS OWNER'S RESIDENCE ADDRESS: _____	BUSINESS OWNER'S RESIDENCE CONTACT NUMBER: _____
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AUTHORIZED SIGNATORIES

NAME: (Last Name, Given Name, MI)	TITLE / POSITION:	CONTACT DETAILS
		Mobile/Landline: _____
		Email: _____
NAME: (Last Name, Given Name, MI)	TITLE / POSITION:	CONTACT DETAILS
		Mobile/Landline: _____
		Email: _____

SIM ONLY PLANS

PLAN DETAILS	PLAN 800	PLAN 1000	PLAN 1500	PLAN 2000	PLAN 2500
Number of Lines					
Contract Term					

INCLUSIONS

Internet (Local)	15GB	21GB	35GB	50GB	65GB
Calls to All Networks (Mins)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Calls to All Landline	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
SMS to All Networks	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Enterprise App Add-On (Optional)	N/A	N/A	<input type="checkbox"/> Google Apps	<input type="checkbox"/> Google Apps	<input type="checkbox"/> Google Apps
			<input type="checkbox"/> Microsoft Apps	<input type="checkbox"/> Microsoft Apps	<input type="checkbox"/> Microsoft Apps
			<input type="checkbox"/> 1GB/day (+Php200/mo.)	<input type="checkbox"/> 1GB/day (+Php200/mo.)	<input type="checkbox"/> 1GB/day (+Php200/mo.)
			<input type="checkbox"/> 2GB/day (+Php300/mo.)	<input type="checkbox"/> 2GB/day (+Php300/mo.)	<input type="checkbox"/> 2GB/day (+Php300/mo.)
Other Notes (Optional)					

MOBILE PLANS (WITH DEVICE)

PLAN DETAILS	PLAN 800	PLAN 1000	PLAN 1500	PLAN 2000	PLAN 2500
Number of Lines					
Handset Model (Indicate device name & GB capacity)					
Color	ANY	ANY	ANY	ANY	ANY
Device Amortization					
One Time Cashout					
Contract Term					

INCLUSIONS

Internet in GB (Local)	8GB	12GB	20GB	34GB	48GB
Calls to All Networks	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Calls to All Landline	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
SMS to All Networks	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Enterprise App Add-On (Optional)	N/A	N/A	<input type="checkbox"/> Google Apps	<input type="checkbox"/> Google Apps	<input type="checkbox"/> Google Apps
			<input type="checkbox"/> Microsoft Apps	<input type="checkbox"/> Microsoft Apps	<input type="checkbox"/> Microsoft Apps
			<input type="checkbox"/> 1GB/day (+Php200/mo.)	<input type="checkbox"/> 1GB/day (+Php200/mo.)	<input type="checkbox"/> 1GB/day (+Php200/mo.)
			<input type="checkbox"/> 2GB/day (+Php300/mo.)	<input type="checkbox"/> 2GB/day (+Php300/mo.)	<input type="checkbox"/> 2GB/day (+Php300/mo.)
Other Notes (Optional)					

OTHER PLANS (Fill out only if applicable)					
PLAN DETAILS	PLAN 1	PLAN 2	PLAN 3	PLAN 4	PLAN 5
Base Plan					
Number of Lines					
Handset Model <small>(Indicate device name & GB capacity)</small>					
Color	ANY	ANY	ANY	ANY	ANY
Device Amortization					
One Time Cashout					
Contract Term (in mos.)					
INCLUSIONS					
Internet in GB (Local)					
Calls to All Networks	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Calls to All Landline	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
SMS to All Networks	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Enterprise App Add-On <small>(Optiona, please provide details)</small>					
OTHER PLANS (Fill out only if applicable)					
PLAN DETAILS	PLAN 6	PLAN 7	PLAN 8	PLAN 9	PLAN 10
Base Plan					
Number of Lines					
Handset Model <small>(Indicate device name & GB capacity)</small>					
Color	ANY	ANY	ANY	ANY	ANY
Device Amortization					
One Time Cashout					
Contract Term (in mos.)					
INCLUSIONS					
Internet in GB (Local)					
Calls to All Networks	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Calls to All Landline	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
SMS to All Networks	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Enterprise App Add-On <small>(Optiona, please provide details)</small>					
Switch Subsidy (Amount in PHP)					
RATES (VAT inc.)					
Data		FREEBIES:		NOTES:	
GB	P25				
International					
SMS	P10				
Voice (\$ Rate)	USD 0.40				
DELIVERY DETAILS					
COMPLETE DELIVERY ADDRESS:			DELIVERY EMAIL:		
DELIVERY RECIPIENT:			CONTACT NUMBER/S:		
NEW CONNECT / RETENTION CONFORME					
<p>By signing this form, I certify that I have read, understood and accepted the SMART ENTERPRISE POSTPAID TERMS AND CONDITIONS and that all information that I have given here are true, correct and updated. I authorize Smart Communications, Inc. to verify such information from whatever sources it may consider appropriate. SMART shall not be liable for any damage and/or inconvenience brought about by my failure to comply with the above mentioned Terms and Conditions. It is understood that the voluntary disconnection, termination or cancellation of the service or upgrade/downgrade of subscription plan or transfer of ownership may be effected but only upon the payment of the pre-termination fee. Also, in the case of involuntary disconnection/termination of service, the corresponding pre-termination fee shall be automatically charged to the Corporation's/Company's account. I also understand that Smart has the right to recover any amounts provided, such as, but not limited to, (i) any subsidy provided by Smart to the Subscriber; (ii) the value of the service unit; (iii) the value of any additional concessions given by Smart (i.e. free use of Smart products and services).</p>					
<p>_____</p> <p>Authorized Signatory's Signature over Printed Name / Date Signed</p>					

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/s or assignees/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 any acts and omissions by any User. SMART Telecommunications, 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 terminate the Service in writing after the expiration of 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. Line in between

2.2 Hardware issued by SMART shall be subject to a fourteen (14) day replacement warranty commencing on the date of delivery of the Hardware. This warranty covers inherent defects only. After the 14-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 Ownership of all Hardware received by Subscriber under the Service shall only be transferred to the Subscriber at the end of the lock-in period. In the event the Subscriber violates this Agreement, SMART reserves the right to retrieve, collect, or block the said Hardware and use whatever means it may deem necessary to protect its interest.

3.0 PLAN SERVICE FEATURES

3.1 Apps Partnerships

3.1.1 If applicable to the plan subscribed by the user, user can choose any apps/s from the menu of collaboration, premium & security apps. These may have daily or monthly data allocation for the apps/s that they have chosen. The user can avail a maximum of eight (8) app subscriptions at a time.

3.1.2 When add ons are availed, the user understands that the service that SMART provides is only for the mobile data access of the availed apps/s up to the daily/monthly data allocation subscribed to. The user should already have an account with the apps/s or if applicable, a paid subscription with the availed apps/s or services/s.

3.1.3 When availed, the daily data allocation for the chosen mobile app/s will refresh every 12 midnight whether the data allocation for the day has been fully consumed or not and for as long as the offer availed is not terminated or expired.

3.1.4 SMART has no control over the availed apps and will not be held liable for any issues with apps, including when the apps are added or temporarily or permanently unavailable.

3.1.5 SMART may, at any time, remove from, add to, or change the list of available mobile apps that can be availed by the user/s. Moreover, user understands that not all plans have an add on feature available.

3.1.6 If part of the plan features, user can avail app add ons through various avallment channels such as, but not limited to USSD and GigaLife app, once applicable. Channels including the ones mentioned may be changed or decommissioned without prior notice. All add ons availed by the users are considered approved by the authorized signatory. Credit limit may apply.

3.2 Open Data Add Ons

3.2.1 If part of the plan features, user can avail data add ons through various avallment channels such as, but not limited to USSD and GigaLife app, once applicable. Channels including the ones mentioned may be changed or decommissioned without prior notice. All add ons availed by the users are considered approved by the authorized signatory. Credit limit may apply.

3.2.2 SMART may, at any time, remove from, add to, or change the list of available open data add ons that can be availed by the user/s. Moreover, user understands that not all plans have the add on feature available.

3.3 Data Roll-Over

3.3.1 If part of the plan features, the data roll-over allows the user to utilize the unused data from the previous month to be added to the data allocation of the next month.

3.3.2 Data Roll-over is only applicable to the Plan's data inclusions and not to any add on. Unused data that rolls over to the next month is only valid until that month.

3.4 Anti-Bill Shock / Data-Bill Cap

3.4.1 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" or "Data-Bill Cap"). 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) or Data-Bill Cap (DBC), if applicable. However, credit limit may supersede the ABS/DBC feature. 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.

3.5 Data Plan Replenishment

3.5.1 Data allocation of the base plan will be replenished after every billing cycle.

3.6 Availability of Plans and Offers

3.6.1 Subscriber understands that plans and offers are subject to change without prior notice.

4.0 PAYMENT TERMS

4.1 The Subscriber shall pay all amounts due to SMART in respect of:
4.1.1 A monthly fixed fee for the Service;
4.1.2 All charges incurred in using the Service; and
4.1.3 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.

4.2 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.

4.3 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.

4.4 SMART, in its absolute discretion, 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.

4.5 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.

4.6 Calls to special numbers will not be covered by the plan inclusion and will incur additional charges.

4.7 Plan offers may have a built-in feature that automatically protects the Subscriber's bill up to a certain amount, as determined by SMART, covering the standard data charges in addition to, or on-top of, the monthly service fee of the plan offer ("Data Bill Cap"). 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 Data Bill Cap (DBC), 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.

4.8 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 transactions or amount 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.

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

4.10 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.

4.11 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.

4.12 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.

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

5.0 ADVANCE PAYMENT AND CHARGES

5.1 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.

5.2 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.

5.3 Data Roll-over is only applicable to the Plan's data inclusions and not to any add on. Unused data that rolls over to the next month is only valid until that month.

5.4 SMART may, at any time, remove from, add to, or change the list of available open data add ons that can be availed by the user/s. Moreover, user understands that not all plans have the add on feature available.

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8.3 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.

9.0 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 indignant 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")

- 9.1 Resale or any commercial use of the Service, without the prior express written consent of SMART;
- 9.2 Utilization of the Service in bypassing or in activity/s that tend to bypass the SMART network, billing and/or traffic routing;
- 9.3 Use of the Service in prohibited services like callback, dial back, unauthorized audio text, international and rational simple resale (ISR/ISR), international revenue share fraud (IRSF), premium rate service (PRS) fraud, internet fraud, hacking, SMS spamming, SMS flooding, SMS hoax, and other similar services;
- 9.4 Tampering, altering, modification, or unauthorized programming of the SIM Card or its digital reference;
- 9.5 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 hotspots and fixed routers. Otherwise, the Company reserves the right to temporarily suspend or terminate its Service without prior notice;
- 9.6 Activities that are considered unlawful by the laws of the Republic of the Philippines;
- 9.7 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.; or
- 9.8 Use of high bandwidth applications and services like operation of servers, web broadcasting, and the like.

Should the Subscriber engage in any of the abovementioned activities, SMART has the right to take necessary actions including, but not limited to, the following:

- 9.9 SMART may implement network management practices to improve its Service, to reduce network congestion, and/or to adapt to technological advancements;
- 9.10 SMART may downgrade Subscriber's data speed in case of excessive usage at any point during a billing cycle;
- 9.11 SMART may obtain and monitor Subscriber's usage information through reasonable and legal methods; and/or
- 9.12 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.

10.0 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:

- 10.1 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;
- 10.2 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;
- 10.3 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;
- 10.4 Implement such measures and systems that will allow data subjects to exercise their right to access under the Data Privacy Act of 2012;
- 10.5 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;
- 10.6 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;

10.7 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;

10.8 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;

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

10.10 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 communication;

10.11 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;

10.12 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;

10.13 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;

10.14 Promptly inform the Subscriber if, in its opinion, any provisions of the Subscriber violate, or may be construed to violate, any instruction of the Data Privacy Act of 2012 or any other issuance of the National Privacy Commission;

10.15 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;

10.16 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;

10.17 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

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

10.19 SMART shall 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:

- 11.1 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);
- 11.2 circumstances beyond SMART's control (including but not limited to acts of God, strike, labor disputes, fire, disturbance, action of government, atmospheric conditions, lightning, epidemic, pandemic, interference or damage by third parties or any change in legislation);
- 11.3 any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber howsoever caused;
- 11.4 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;
- 11.5 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; or
- 11.6 transmission or non-transmission of any illegal, false, misleading, derogatory, libelous, obscene or vulgar messages or information.

12.0 DISCONNECTION OR TERMINATION OF THE SERVICE

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

- 12.1.1 The Subscriber fails to pay promptly any amount due and payable hereunder;
- 12.1.2 The Subscriber commits a breach of any of the terms of this Agreement; or
- 12.1.3 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.

12.2 Without prejudice to any of the provisions under sub-clause 12.1, 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.

12.3 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.

12.4 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 Total Amount Due amount permanent discontinuation where Total Amount Due (TAD) upon Permanent Disconnection = MSF + excess usages + add-ons, if any + PTF*

PTF = (MSF + Device amort + license fee, if any) x Remaining Contract Period in Months* + (Freebies cost in vat inc, if any/total number of lines availed)

*Where Remaining Contract Period in Months = (Contract End Date - Disconnection Effectivity date) / 30 days; rounded down

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

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

13.0 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.

14.0 DISCLAIMER OF WARRANTY

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

15.0 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.

16.0 COMPLAINTS

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

17.0 OTHER CONDITIONS

17.1 TRANSFER OF OWNERSHIP/MIGRATION/DOWNGRADE

17.1.1 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.

17.1.2 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.

17.2 For SIM only Subscriptions (if applicable)

17.2.1 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.

17.3 RENEWAL/RETENTION OF THE PLAN AND THIS AGREEMENT

After the Term or Lock In period, whichever is earlier, of this Agreement, Subscriber shall renew its subscription. The Subscriber shall be subject to the same requirements submitted by the Subscriber during the first

application process and other additional documents, as SMART deems necessary. Should SMART determine, in its absolute discretion, that the Subscriber is no longer eligible for the plans offered, SMART has every right to deny the application of the Subscriber for retention or renewal of subscription.

18.0 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.

The parties 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.

19.0 MISCELLANEOUS

19.1 This Agreement shall be governed and construed in accordance with the laws of the Philippines. The venue of all suits from this Agreement and of other suits directly or indirectly arising from the relationship between the Company and the Subscriber shall be exclusively in the proper courts in Makati City. Subscriber hereby expressly waives claims to any other venue.

19.2 This Agreement together with SMART's records shall be final and conclusive evidence that may be presented in any dispute between SMART and the Subscriber.

19.3 The Company reserves the right at its absolute discretion to modify, delete or add to any of 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 changes constitutes acceptance of the new Terms and Conditions.

19.4 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.

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

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

19.7 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.

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

19.9 Complaints against the Company or its agents should be brought to the attention of the Customer Care Department of the Company.

19.10 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.

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

19.12 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.

20.0 DATA PRIVACY

Subscriber agrees and consents to the disclosure to third parties and the processing, either by SMART or by third parties on behalf of SMART, of personal information and data, including personal information, traffic and billing data for marketing and other purposes. Subscriber acknowledges and agrees that SMART may send commercial and promotional advertisements, surveys, and other broadcast push messages. Specifically, subscriber agrees and consents that SMART and its affiliates may use subscriber personal information and data to:

20.1 Manage subscriber account, carry out customer-care activities and train staff, including monitoring calls, emails or text messages that subscriber send to SMART;

20.2 Monitor the quality and security of the network and test and maintain SMART's IT systems;

20.3 Analyze subscriber use of the services for marketing purposes, including, but not limited to, the calls and messages the subscriber send and receive and subscriber location at the time these communications take place, as well as subscriber browsing history and use of SMART websites;

20.4 Send to the emergency services (if subscriber make an emergency call), including subscriber approximate location; and
Contact the subscriber with marketing messages such as commercial and promotional advertisements, surveys, and other broadcast push messages, which may include marketing. SMART does not include subscriber details in any directory or directory-enquiry service. If subscriber wants to have subscriber information included in these services, subscriber should contact SMART. If subscriber does not want that personal information and data to be disclosed to third parties, or the processing of the same or to receive marketing messages and other messages from SMART or from other organizations, subscriber must immediately contact SMART through the website or email

enterprisesupport@smart.com.ph. More details on how SMART use personal information and data of the subscriber are available on the privacy policy on the SMART website.

SMART GIGALIFE TERMS AND CONDITIONS

Subscribing to a Smart Postpaid service may come with the GigaLife App feature, once available. The Subscriber through its Signatory understands that the GigaLife App access will be extended to all its Assignees under its Corporate Account with features that will vary from a Consumer Subscriber.

1. Definitions

a. The Corporate Authorized Signatory ("Signatory") refers to person/s authorized from your company to transact with SMART for your Smart company postpaid services ("Services") on behalf of your company.
b. "Services" refers to Smart Postpaid Subscriptions based on the current plan offerings which includes, but not limited to, devices, mobile services: SMS, voice call, mobile internet and third-party applications.
c. Corporate assignee ("Assignee") refers to the assigned end user of the said SMART Postpaid services by the Corporate client company

2. Opt-out

a. If the Subscriber, for any valid reason, prefers to opt-out of the GigaLife App, it's Signatory will state its intent to opt-out through an email addressed to its Relationship Manager. Information to process the opt-out will be requested accordingly.
b. Once Subscriber requests for opt-out, all of Assignees will not be able to register or access the GigaLife App. It is the Subscriber's responsibility to communicate this condition to its Assignees.

3. Payments – The GigaLife App is another payment channel to settle individual bills. An Assignee may use this feature to pay bills for their assigned account but will be subject to settlement policies set by the Subscriber with Smart as some companies only settle in bulk. The amount due reflected on the GigaLife App may vary from actual payment due. Standard SLAs considering payment cut-offs, billing cycles may apply.

The GigaLife App does not process bulk payments. Bulk payments are to be processed through Smart's standard settlement procedures. For clarifications, Signatory may speak with Smart's Credit and Collections Department.

4. Smart cannot process information without specific instructions from the Signatory. The Assignee or user of the Giga Life App may raise app related concerns through its respective employers and its assigned signatories who will contact the support channels.

5. In the event of resignations and transfer of mobile numbers to new Assignees within the Subscriber's organization, the Subscriber understands that it is their responsibility to ensure that previous Assignees remove all access to the Giga Life App. Previous Assignees will not have access to the Giga Life App thereafter.

General Consent

Throughout your use of our services, you agree and allow Smart Communications Inc. to use your personal information for the following purposes:

1. To create and nurture a relationship with you.

We collect personal information about you when you apply for our products and services so that we can validate your identity and credit history. We use your personal information for billing and the collection of fees for the products and services that you avail from us.

2. The improvement of our business and operations.

We analyze data about how you use our products and services to help us manage your account better, to provide you with customer care activities, to ensure your fair use of our products and services, to monitor the quality and security of our technology, to train our staff, and to plan for our future growth. We do this so that we can continue to provide you with the best experience for the products and services that you avail from us.

3. The improvement of our products and services.

We analyze how you use our products and services so that we can understand how to improve them for your benefit. Our analysis may include some sensitive information about your usage, such as the general locations and sites that you may frequent. In all cases, we ensure to aggregate and anonymize this information so that you are never identified as an individual.

* Aggregating simply means presenting information in segments or categories like age groups; anonymizing means removing information that can personally identify you from the data.

4. Assisting the Government.

We generate statistical insights based on your data and use of our products and services to assist the Government in planning for healthcare, disaster management, and other similar efforts meant for public benefit. When we can, we remove all information that identifies you as an individual to ensure that you remain anonymous.

5. Compliance with other legal and regulatory requirements.

We perform other activities and disclose data in cases where we are required to do so for us to comply with government laws, rules, or regulations and with other legal processes and orders.

operations;

2. Other companies to whom you have also given consent for us to share your information with; and

3. Law enforcement and government agencies, but only when required by laws and regulations and other lawful orders and processes.

For a list of these partners, please visit <https://smart.com.ph/Enterprise>.

We would like you to know that your personal data will be kept in our records for as long as you continue to use our products and services, and for a maximum of 5 years after.

The Data Privacy Act of 2012 (Republic Act No. 10173) gives you rights in relation to the personal data that we have collected about you, including the right to object to certain ways in which we may use your data, the right to access your data at your request, the right to correct any inaccurate or outdated data about you, and the right to erase or remove your data from our records.

Smart Communications Inc. respects your right to privacy, and we commit to take great care in safeguarding your personal data. For more information on your rights and how you may exercise them, please contact our Deputy Data Privacy Officer for PLDT Enterprise through the contact details provided below:

Joseph Ian G. Gendrano
8/Floor PLDT Makati General Office
jggendrano@pldt.com.ph

Customer's signature over printed name:

Date signed (MM/DD/YY):

____/____/____

General Consent

There are some instances where we may need to share your information to our subsidiaries and affiliates, agents, business partners and other third-party agencies and service providers. We only share your information to enable us to continue providing you with the products and services that you have availed from us, and as part of our regular business operations that allow us to serve you better.

When you accept this Privacy Policy, you also acknowledge that we may share your information with:

1. Our service providers, contractors, professional advisers, and their sub-contractors, who help us provide our products and services to you. For example: our couriers for bill delivery and our customer contact centers for our hotline