



Account/Contract No.

No.

Service Application Form

GUIDELINES: 1. Please Attach proper identification and proof of billing. 2. Please attach proof of income. 3. Please write in print.

GENERAL INFORMATION

Mr. Ms. SUBSCRIBER'S NAME (Last Name, Full Name, Middle Name) SPOUSE NAME (Last Name, Full Name, Middle Name) SEX BIRTHDAY [mm/dd/yy] CIVIL STATUS E-MAIL ADDRESS ACR. NO. [if foreigner] TELEPHONE/MOBILE NO.

HOME OWNERSHIP EMPLOYMENT STATUS EMPLOYER Owned Rented Self-Employed Government Private Retired

BUSINESS NAME NATURE OF BUSINESS: TAX IDENTIFICATION NO:

AUTHORIZED REPRESENTATIVE POSITION/DESIGNATION E-MAIL ADDRESS CONTACT NUMBER

OTHER PERSON TO CONTACT FOR CLARIFICATION POSITION/DESIGNATION E-MAIL ADDRESS CONTACT NUMBER

INSTALLATION ADDRESS [Room/Floor/Bldg. Name/No./Street/Brgy/Municipality/Town/City/Province]

PREFERRED BILLING ADDRESS [Room/Floor/Bldg. Name/No./Street/Brgy/Municipality/Town/City/Province]

BASIC TELEPHONE SERVICE

TYPE OF SERVICE DIRECTORY LISTING SOURCE OF TELEPHONE UNIT BTS WITH EXTENSION LINE? Single Line Others[Pls. Specify] Do you want to be listed in the directory? Provide Own Unit PhilCom to provide Unit

INTERNET SERVICE

DSL SERVICE APPLIED FOR ON DSL SERVICE PLAN AUTO ACCESS DIAL-UP SERVICE IS YOUR PHONE LINE BESIDE THE PC? Bundled Pure DSL Beginner Starter Pay-per-use Others AccessUnlimited

SUBSCRIBER'S / AUTHORIZED REPRESENTATIVE SIGNATURE SPECIMEN DOCUMENTS PRESENTED PICTURE PROOF OF IDENTIFICATION PROOF OF BILLING PROOF OF INCOME FOR THOSE LEASING/RENTING BUSINESS PERMIT DTI CERTIFICATION ARTICLES OF INCORPORATION SEC REGISTRATION VAT REGISTRATION

SUBSCRIBER'S DECLARATION

FOR PHILCOM'S USE

1. I hereby confirm that the foregoing information is true & correct, and that the supporting documents attached hereto are genuine and authentic and voluntarily submitted by me for the purpose of an application for such service.

REMARKS / PROMOS LONG DISTANCE CALL/TOLL/USAGE LIMIT SALES ISA GSA FSR E-INCENTIVES Salesman ID / Branch: Account Manager/CSO

*This is to Certify that the subscriber signed this official documents in my presence.

PHILCOM REPRESENTATIVE

SUBSCRIBER'S/AUTHORIZED REPRESENTATIVE SIGNATURE OVER PRINTED NAME

AGREEMENT FOR THE INSTALLATION, MAINTENANCE & OPERATION OF PHILCOM CORPORATION TELEPHONE AND/OR INTERNET SERVICE

This Agreement governs the relationship between PHILCOM CORPORATION (hereinafter referred to as PhilCom) and an approved and activated Subscriber (hereinafter, the "Subscriber"). This Agreement defines the rights and obligations of the Subscriber. PhilCom reserves the right to adjust, modify, amend or supplement these terms and conditions as the service may require. This Agreement shall take effect immediately upon activation by PhilCom of the Service Application Form.

TERM OF AGREEMENT. This agreement shall be effective for an initial term of one (1) year ("Minimum Subscription Period"). Upon the lapse of the Minimum Subscription Period, this agreement shall be deemed automatically renewed and shall continue on a month-to-month basis until terminated by notice in accordance with the provisions of this Agreement.

COVERAGE OF AGREEMENT. This Agreement shall cover Fixed Line Telephone Service and the following Internet Service types of Subscriber herein defined as follows: a) Single User- a single user is one whose bandwidth is configured for establishing connection between PhilCom and a single PC such that the desired service capability is best achieved when the exclusive nature of the design is observed by the Subscriber in accordance with the prescribed service. b) Multiple User-multi user is one whose bandwidth is configured for establishing connection between PhilCom & multiple Pc's in accordance with the defined and prescribed service within the site delineated in this Agreement as Subscriber's covered premises.

LONG DISTANCE CALL/TOLL/USAGE LIMIT. a) Each Subscriber shall be assigned a long distance call/toll/usage limit, which limit shall include a limit on usage for both domestic and international telephone service usage and/or Internet package. PhilCom may render an interim billing even before the billing cycle, in the event the Subscriber exceeds his long distance call/toll/usage limit. Should the subscriber fail to make payment within forty-eight (48) hours of receipt of the interim bill, or should PhilCom be unable to serve the interim bill, or should PhilCom be unable to serve the interim bill on the Subscriber because the Subscriber is unreachable at the billing address which he has last registered with PhilCom, then PhilCom may re-direct the Service until payment is made by the Subscriber and his available long distance call/toll/usage limit is restored. b) PhilCom reserves the rights to refuse any request for increase in the long distance call/toll/usage limit, or to require as a condition for increased long distance call/toll/usage limit, additional deposit or revised billing cycle.

BILLING STATEMENT. PhilCom shall provide the Subscriber with statements of account for its service at regular intervals. PhilCom may also render interim billings in advance of the usual billing cycle whenever actual usage charges exceed the long distance call limit. Notwithstanding the non-delivery of any bill, the Subscriber may request, at any time, information on his outstanding balance through any PhilCom Business Office. Thus, the Subscriber shall still be liable to pay for all amounts due and payable despite failure to receive the monthly billing.

PAYMENT. The Subscriber shall pay for his service charges and traffic charges on or before the due date stated in the monthly statement of account. Notwithstanding the non-delivery of any bill, it shall be the responsibility of the Subscriber to inquire on his outstanding balance from PhilCom's Business Office and effect payment, without need of demand, on or before the regular due date. Payments shall only be made through any PhilCom Business Offices, duly authorized banks, and/or to a duly authorized collector/Payment Centers for which PhilCom Official Receipt must be demanded by and issued to the Subscriber. PhilCom shall not be liable for any payment made outside these authorized representatives. All payments shall be applied first to the penalty interest, then billings in arrears and the balance, if any, to the current obligation. Any excess in respect of one bill may be used by PhilCom to offset outstanding charges, fees, costs, rentals or any other sum due in another bill of the subscriber or credit it to the next month's bill.

OWNERSHIP OF INSTALLATION MATERIALS AND ACCESSORIES. All installation accessories and/or service drop materials comprising of drop-wire, station protector, connecting block, DSL modem, UTP cables, etc. but excluding the telephone set, are the sole property of PhilCom. All maintenance activities involving repairs, replacements, and/or retrieval of these materials shall be for the sole account of PhilCom without any monetary obligation or cost to the Subscriber. In view thereof, PhilCom has the right to reassign/dispose the facility for accounts which have been disconnected.

MODIFICATION & ADJUSTMENT OF SERVICE. PhilCom shall charge the applicable administrative fees to cover internal processing of request for service modifications initiated and requested by Subscriber, including but not limited to, transfer of ownership, change of telephone number, increase/decrease/modification of telephone lines and/or internet package, reconnection, and other modification related to the Services. PhilCom shall inform Subscriber of the applicable administrative fees prior to executing the service modification.

PHONE NUMBERS. Telephone numbers are randomly assigned by PhilCom in accordance with the numbering plans assigned by NTC and the Subscriber has no property right to the number assigned to him. PhilCom reserves the right to alter and/or allocate any telephone number of, or to the subscriber at any time without being liable for any loss or inconvenience attributable to the change/allocation of the telephone number whatever may be the cause for the change/allocation.

RESPONSIBILITY OF SUBSCRIBER. a) Ensure that the telephone service shall not be used at any time to make calls which cause or may cause irritation, annoyance, embarrassment, harassment, vexation or nuisance of any kind whatsoever to others; b) Use all telephone and/or modem equipment and instrument installed by PhilCom on the Subscriber's premises in a proper manner such as but not limited to ensuring that the equipment is restored to its normal resting position when it is not being used to call, receive calls from others or browse the internet. c) Keep equipment provided by PhilCom, if any, in good condition (fair wear and tear only excepted) and be fully responsible for any loss or damage to PhilCom's equipment in his premises whether the same be caused by fire, theft, vandalism, accident, fault or negligence by Subscriber or other person or otherwise. The cost of the repair rendered necessary thereby or the cost of replacement of lost shall be paid for by the Subscriber; d) Permits PhilCom's staff and/or authorized agents at all reasonable times to enter his premises and every other place under his control through or over which any part of the equipment, or wire accessories pass or to which any part of the equipment, or wire or accessories is/are fixed for the purpose of inspecting, testing, examining or altering PhilCom's properties and services;

TRANSFER OF OWNERSHIP/RIGHTS. a) A Subscriber shall not, without PhilCom prior written consent and the filing of appropriate service modification request with PhilCom, assign this Agreement or any right,

interest or benefit herein, transfer or cause the transfer of the location, mortgage, or hypothecate the telephone and/or modem or allow any person to share in the use and benefits of the Services or of this Agreement, whether for consideration or not. b) In the event PhilCom discovers that the Subscriber has caused any of the foregoing without PhilCom's prior written consent, PhilCom reserves the right to immediately terminate the Services without any obligation whatsoever to provide service to the transferee or mortgagee, or honor any agreement between the transferor and the transferee, or to impose such terms and conditions as it may deem fit, including the terms and conditions of this Agreement, for the reconnection or continuation of the services to the transferee. c) Subscriber shall continue to be liable for all charges for the use of the services until he has personally notified PhilCom and PhilCom has approved such transfer or alternative arrangement. Subscriber shall indemnify PhilCom for all sums for which it may be held liable arising from its refusal to render service to the unauthorized transferee.

DISCONNECTION. In addition to non-payment and exceeding the assigned long distance call limit, as stated earlier in this Agreement, PhilCom reserves the right to temporarily disconnect the service of the Subscriber, without prior notice, in the following instances: (a) unauthorized transfer of line; (b) connection of extension phones and/or accessories which are illegal, harmful to the telephone set or to PhilCom's network; (c) emission of signals harmful to or interfering with PhilCom's network; (d) discovery of call abuse, use for call selling, illegal operation of public calling office, and other forms of fraud; (e) Subscription fraud discovered after approval of the application; (f) use of the landline service for any illegal purpose or for obstruction of justice; (g) and other similar causes. Reconnection or restoration of service shall be the sole prerogative of PhilCom and subject to payment of service modification fees, as the case may be.

TERMINATION. The Subscriber may terminate this Agreement by filing at PhilCom Business Office a written notice of termination at least one (1) calendar week prior to the intended effectivity of such termination. However, if the Subscriber chooses to terminate or cancel the Services before the expiration of the minimum subscription period of one (1) year, he shall in addition to the payment of all outstanding bills, pay PhilCom a termination fee of Five Thousand Pesos (P5,000.00) for telephone line and Internet Service and/or fee equivalent to three (3) months MSF whichever is higher and render void all promotions and discounts availed by the Subscriber at the time of subscription.

LIABILITY. PhilCom shall not be liable for any loss or damage suffered by the Subscriber due to the failure of the Service if the same is caused by force majeure or the acts of third-party service providers. Force majeure shall include, but not limited to, acts of God or public enemy; fire; flood; storms or other exceptional weather conditions; earth station sun outage or natural catastrophes; any law, order, regulation, statutory direction or action of any government, or of any department, agency, commission, bureau or other instrumentality thereof, or of any civil or military authority; national emergencies; insurrections; riots or war; terrorist attacks, strikes, lockouts, work stoppages, or other labor difficulties; willful interference by third parties; and other causes or acts commonly comprehended in the term "force majeure".

BYPASS. The Subscriber shall use PhilCom services provided only for the purpose herein stated and shall not use the same to conduct any service such as callback, unauthorized audiotex, international simple resale (ISR), and other analogous services which are prohibited in the Philippines, or which operation or service constitute a bypass defrauding PhilCom and/or its interconnect partners the right access charges and other interconnect revenues. In the event that the Subscriber uses PhilCom facilities and services for any illegal or unauthorized service including but not limited to those enumerated above, Subscriber shall immediately compensate PhilCom upon demand an amount equivalent to the prevailing access and hauling charges or the appropriate revenue share (as agreed to be payable by PhilCom pursuant to its Interconnection Agreement, or any amendment or renewal thereof, with its Interconnect Partners) at the same time the bypass was committed plus 50% of the total bypass compensation charges. Such bypass compensation shall be payable, without limitation, from the time the bypass activity was conducted by the Subscriber until its discovery by PhilCom and the complete payment thereof by the Subscriber, and such bypass compensation shall be computed from the time the bypass occurred or was discovered, whichever is earlier, until the actual cessation of bypass. PhilCom shall likewise pass on, and Subscriber agrees to accept and immediately pay, all other claims and damages demanded by PhilCom's interconnect partners who may have been affected, directly or indirectly, by the unauthorized service.

NON-INDUCEMENT CLAUSE. PhilCom shall be entitled to terminate at any time the Services provided under this Agreement if it shall come to the knowledge of PhilCom that any gift/consideration of any kind was given or offered to any PhilCom staff and/or authorized agent of PhilCom as an inducement or reward in connection with the provision of such Services.

VENUE OF SUITS AND LITIGATION EXPENSES. In the event of suit arising for or connected with this Agreement, the appropriate court in Makati City, shall have jurisdiction over the case to the exclusion of all other courts. In case of suit, the Subscriber shall, in addition to the amount due and collectible, pay twenty five percent (25%) of such amount as damages or Five Thousand Pesos (P5,000), whichever is higher, and twenty five percent (25%) for attorney's fees and cost of suit.

AMENDMENTS TO THIS AGREEMENT. PhilCom may change these terms and conditions from time to time and will advise the Subscriber of any changes by sending him a notice setting out the changes. PhilCom will give the Subscriber at least one (1) month's notice of any change.

PLEASE DON'T FORGET TO SIGN HERE

I hereby acknowledge that I have read and understood all the terms and condition herein stated and that I voluntary sign this Agreement in favor of PhilCom with full knowledge and consent of everything this Agreement contains, implies and entails.

Subscriber / Authorized Representative (Signature over Printed Name)

Date



Account/Contract No.

Sketch of Installation Address

Name: _____

Address: _____

A large, empty rectangular area with a thin black border, intended for a hand-drawn sketch of the installation address.