



RESIDENTIAL SERVICE APPLICATION FORM

SALESMAN CODE: _____

INSTALLER ID: _____

Full Name

Required

Mobile No.:

Required

Household monthly income: Required

Landline No.:

Required

Email:

Required

Birthdate:

Month

Day

Year

Occupation:

Required

☐ Subscriber agrees to receive advisories or messages from Cignal TV, Inc. thru SMS and e-mail.

Installation Address:

House/unit No.	Floor	Bldg. Name
Street Name		Barangay/Village/ Subd.
Municipality/City	Province	Zip Code

ABOUT YOU

Marital Status

☐ Single

☐ Married

Home Ownership

☐ Owned

☐ Mortgaged

____ Years of stay

Employment

☐ Self-Employed

☐ Private

☐ Government

☐ Retired

☐ Profession

☐ Others: _____

Company Name: _____

Position / title: _____

No. of years with present Employer / Business: _____

Gross Annual Income:

☐ P180,000 & BELOW

☐ P200,000 < P225,000

☐ P300,000 < P400,000

☐ P180,000 < P200,000

☐ P225,000 < P300,000

☐ P400,000 & UP

PREPAID CIGNAL SUBSCRIPTION

PACKAGE OPTIONS:

Box Type

☐ SD

☐ HD

POSTPAID CIGNAL SUBSCRIPTION

PLAN TYPES

- ☐ HD Lite
☐ Flexi (Cash)
☐ Others

PLAN OPTIONS

- ☐ 290 HD
☐ 520 HD
☐ 720 HD

- ☐ 1050 HD
☐ 1350 HD
☐ 1650 HD

- ☐ 1990 HD
☐ OTHERS: _____

CHANNEL ADD-ONS

NUMBER OF BOXES

- ☐ 1 box

____ Regular
____ Personal
____ Video
____ Recorder

- ☐ 2 boxes

____ Regular
____ Personal
____ Video
____ Recorder

- ☐ 3 boxes

____ Regular
____ Personal
____ Video
____ Recorder

- ☐ 4 boxes (Plan 1650 & Plan 1990 only)

____ Regular
____ Personal
____ Video
____ Recorder

REMINDERS:

1. Required documents are Valid ID and Proof of Billing.
2. Contract lock-in for HD Lite Plans is 24 months, exclusive of free months.
3. Warranty for Flexi (Cash) Plan is 12 months.
4. Other plan type may have different requirements, contract lock-in period, warranty and fees.
5. For 2nd/3rd/4th box, additional monthly outlet fee of P230/box and box remains to be Cignal's property.
6. Outright purchase option of additional box/es available for Flexi Plan only. Box extension fee shall apply.
7. 4th box is applicable to subscribers of Postpaid Plan 1650 & Cignal Premier Plan 1990 only.

BILLING OPTIONS

☐ Billing Statement to be sent thru e-mail

I hereby authorize CignalTV, Inc. to send me my statement of account (SOA) as well as any other notices by electronic mail (e-mail) at the e-mail address which I have specified in this form or such other e-mail address which I may notify Cignal TV, Inc., of in writing. Transmittal by Cignal TV, Inc. of my SOA and any other notices by e-mail shall have the same legal effect, validity or enforceability as transmittal by regular (postal) mail. I hereby waive my right to question receipt of the SOA or any other notices to be sent by Cignal TV, Inc. to the e-mail address I have specified above or such other e-mail address which I may notify Cignal TV, Inc., of in writing, and I shall be deemed to have received the SOA or any other notices from Cignal TV, Inc., notwithstanding failure of my e-mail address to receive messages through no fault of Cignal TV, Inc.

☐ Billing Statement to be sent thru mail/ courier

Billing Address:

House/unit No.	Floor	Bldg. Name

Street Name	Barangay/Village/ Subd.	

Municipality/City	Province	Zip Code

FOR POSTPAID & PREPAID SUBSCRIBERS

I affirm that the above information is true and correct and that the supporting documents attached are true and correct. I hereby confirm that I have carefully read and understood the Terms and Conditions of this Residential Direct-To-Home Subscriber Service Agreement ("Agreement") attached to this form and on the website (www.cignal.tv). I have also reviewed the Service Application Form and the necessary clarifications with the service team that rendered actual work in my premises pursuant to this Agreement. I also hereby authorize the Service Provider to conduct a Quality Assurance and /or Audit Inspection to be scheduled anytime after the Service is installed. I understand that the data/information supplied in this Residential Application Form shall be treated as confidential and shall not be used for purposes other than that described under the Agreement written at the back. In this regard, I hereby authorize the Service Provider to disclose the data/information supplied in this Service Application Form to third parties for the purposes allowed under the Agreement.

Pre-Termination Computation

I undertake to pay the Service Provider the following pre-termination charges and all charges, fees or payables to Service Provider. I may have pursuant to the Agreement:

Regular Accounts | Pre-Termination Fee = Plan MSF x Remaining Months or P6,000 whichever is higher.
Switcher Accounts* | Pre-Termination Fee = Plan MSF x Remaining Months or P11,000 whichever is higher.

*Switcher Accounts are accounts of applicants/subscribers coming from another Pay TV provider and availing of Cignal's Postpaid Switcher Promo.

Subscriber acknowledges and agrees that he has received, read, understood and agrees to be bound by all of the conditions forth in the Outlet Agreement written at the back, including the terms and conditions set forth in the Agreement on the back side hereof.

Signature over Printed Name and Date

DO YOU WANT TO ENROLL YOUR SIGNAL SUBSCRIPTION
TO AUTOMATIC DEBIT AGREEMENT

☐ Yes ☐ No

CARDHOLDER INFORMATION

Name of Cardholder

Last Name	First Name	Middle Name
-----------	------------	-------------

Birthdate

mm	dd	yyyy
----	----	------

Credit Card Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Card Expiry Date

mm	yyy
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Credit Card Issuer (please specify) _____

Signal TV Account Information

Name of Subscriber

Last Name	First Name	Middle Name
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CIGNAL TV Account Number/s to be enrolled

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Undertaking Form – For Automatic Debit Agreement

I, _____, am availing of CIGNAL TV's Postpaid Plan _____.

In addition to the Terms and Conditions in this Service Application form, I agree to abide by the supplementary terms below:

- 1. That I will enroll my CIGNAL TV monthly bills for automatic debit agreement for a minimum of _____ months lock-in period.
- 2. That in the event of cancellation of my CIGNAL TV Postpaid account during the lock-in period, for any reason whatsoever, I unconditionally authorize Signal to charge my CIGNAL account/s above for the full outstanding balance including Pre-Termination Fee.

PLEASE ATTACH THE FOLLOWING:

- ☐ Proof of Identification (POI) of the Cardholder (if not provided yet)
- ☐ Front copy of the credit card being enrolled in this payment facility
- ☐ Authorization Letter (if Cardholder is different from Cignal subscriber)

I confirm that the information provided herein are true and correct and I hereby authorize CIGNAL TV, INC. to verify such information from whatever sources it may consider appropriate. By signing below, I confirm that I have read, understood and agreed to the Terms and Conditions governing the Automatic Debit Agreement (ADA).

✓
CIGNAL TV, INC. Subscriber's Signature over Printed Name _____ Date _____

✓
CIGNAL TV, INC. Cardholder's Signature over Printed Name _____ Date _____

To be filled up by Signal Business Partner only

Installer's Name : _____	Contact Number: _____
Date of Installation: _____	Dish Reference No: _____
STB Reference No: _____	Cignal Card Reference No.: _____
Pair 1 STB _____	SC _____
Pair 2 STB _____	SC _____
Pair 3 STB _____	SC _____
Pair 4 STB _____	SC _____

TP / Dealer Certification
I have checked and verified that submitted application form and supporting documents to be in accordance with Cignal TV, Inc. requirements. ✓
Signature over Printed Name of TP/ Dealer and Date _____

SPECIAL INSTRUCTIONS | TO BILLING /CUSTOMER CARE/ TECHNICAL:

Acknowledged by: ✓
Customer's Name & Signature _____

RESIDENTIAL DIRECT-TO-HOME SERVICE AGREEMENT

1. **The Agreement.** This Residential Direct-to-Home Subscriber Service Agreement (hereinafter referred to as "Agreement"), together with any applicable agreement such as, but not limited to the Link-Up Agreement and Outlet Agreement for postpaid plans, sets forth the terms and conditions under which Cignal TV, Inc. ("Service Provider") will provide its Services to an approved and activated residential Subscriber ("Subscriber") and defines the rights and obligations of the parties to this Agreement shall take effect immediately upon activation of the Service subject to the details written on the reverse side hereof.

If any of the provisions in this Agreement are declared void, illegal or unenforceable by a court, the remaining provisions be valid and enforceable. Service Provider being unable to strictly enforce any of the provisions of this Agreement shall not be construed as a waiver of the provision(s) concerned. Any waiver by Service Provider of any provision of this Agreement shall only be valid in writing by an authorized representative of Service Provider.

2. **Services.** "Services" shall mean all video, audio, data and other programming services and all other services that are currently available from Service Provider (whether such services are provided free of charges) and those that Service Provider may provide to its subscribers in the future. Services and other value-added services that may be provided in the future shall be subject to the terms and conditions for the availability of such services as provided under a separate agreement.

Except as provided in this Agreement, all rights, title and interest in and to the Service, including but not limited to the titles, names, logos or material included therein, shall remain vested in Service Provider or its content providers who those that Service Provider agrees that the Service Provider may assign its rights to the Service to any entity without the prior written consent of Subscriber. The rights and obligations of the parties hereunder shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors-in-interest and in Subscriber's case, his permitted assigns.

3. **Changes in Services Offered.** Service Provider reserves the right to add, delete, reorganize and/or change the channel programming, programming packages, rationalize channel line-up and other Services offered by Service Provider at any time, including without limitation, during any minimum subscription period or term commitment to which Subscriber has agreed to Subscriber. Subscriber agrees that any notice required with respect to any change in programming, packages, channel line-up and other Services by Service Provider may be made in a newspaper of general circulation and Subscriber waives its rights to receive any such notices individually or by any other means. In such event, the changes effected by Service Provider shall not be considered a violation of this Agreement and Subscriber shall have no obligation to replace or supplement such channel programming, programming packages or other Services. Subscriber shall be entitled to any refund because of a deletion, reorganization or change of any programming, programming packages or other Services.

Certain services, sporting events and broadcast network Services, may be blacked out in Subscriber's viewing area or certain programs, content or portions thereof may be blacked-out in compliance with legal and/or contractual obligations of the Service Provider. Subscriber understands and agrees that Subscriber's use of these blackouts, Subscriber may be subject to legal action in addition to any other remedies Service Provider may have.

4. **Equipment.** In order to receive the Services, Subscriber must purchase or lease, whenever applicable, certain reception equipment consisting primarily of a Service Provider compatible satellite receiver or set-top box, a Service Provider-approved conditional access card ("Smart Card"), remote control, satellite antenna or dish, low noise block (LNB) converter (collectively, the "Equipment"). Service Provider may provide to Subscriber certain equipment, the type of which is determined by Service Provider and such other ancillary devices and accessories as part of the Equipment. Set-top boxes and Smart Cards contain components and software that are proprietary to Service Provider and/or its licensors (collectively "Embedded Software and Smart Card Software"). Subscriber agrees that he will not and will not attempt to reverse-engineer, decompile or disassemble, tamper with or modify, any software or hardware contained within any set-top box or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of Services and/or legal action. The supply by the Service Provider of the Set-top boxes does not include transfer of ownership over the Set-top box Embedded Software and Viewing Card (Smart Card) Software, the ownership over which remains with the Service Provider and/or its licensors for the said terms.

Subscriber shall use the Equipment strictly for the purpose of receiving Services and in accordance with terms of this Agreement, other guidelines of the Service Provider and any accompanying operational manual or directions for such Equipment by its manufacturer. Subscriber's non-use of the set-top box may adversely affect the ability of such set-top box to properly receive signal for the Service.

5. **Additional Receivers.** Service Provider may choose to allow Subscriber to place additional receivers or set-top boxes to a single subscription account. If Service Provider allows Subscriber to do so, each additional receiver or set-top box will be authorized to receive the same Service as the initial set-top box, subject to the limitations of Subscriber's television equipment. All such additional set-top boxes must be located at the same registered residence of the Subscriber. If Subscriber wishes to receive Services at different residential locations or desires to have a programming package for his additional set-top box different from that in his initial set-top box, Subscriber must open a separate account for each location or set-top box, as the case may be, unless otherwise specifically authorized by Service Provider. Subscriber shall not be treated as having multiple subscriptions and will be charged accordingly unless the Service Provider provides for a separate scheme. Subscriber shall purchase or lease additional set-top box(es), Smart Cards, remote controls and the appropriate length of cable for each additional set-top box.

6. **Minimum Subscription Period.** Service Provider reserves the right to impose a minimum subscription period for the Service from date of activation. Should Subscriber fail to complete the minimum subscription period, or choose to terminate or cancel the subscription prior to the end of the minimum subscription period, Service Provider may charge Subscriber a pre-termination fee by way of penalty in addition to forfeitures of any Service Deposits made. Unless otherwise specified by Service Provider, Subscriber shall pay a pre-termination fee in the amount of the full monthly service fee multiplied by the number of months remaining on the minimum subscription period ("Unexpired Period"). In determining the Unexpired Period, a fraction of a month shall be considered one month.

7. **Subscription Fees and Other Charges.** Subscriber agrees to pay to Service Provider subscription fees, outlet fees and other charges, as well as all applicable taxes, in accordance with the selected payment plan in the Residential Subscriber Application Form. Service Provider reserves the right to change the subscription fees, costs of services and other charges and to impose new or additional charges other than those indicated in the said form.

a. **Installation Fees.** Subscriber shall pay, in addition to the subscription fees and other charges, an installation fee to cover the truck roll, labor, physical installation of the Equipment and other necessary equipment of Subscriber's premises that would enable subscriber to receive the Service. Service Provider reserves the right to charge installation fees to Subscriber upon noncompletion of Service, regardless of reason for disconnection.

b. **Excess Cable.** There shall be additional charges for materials and labor for installation in excess of the standard length of cable provided by Service Provider, as determined by Service Provider, from the dish to the location of set-top box.

c. **Additional Equipment.** Subscriber shall be responsible for purchasing any additional equipment needed to receive the Service. These should be acquired by Subscriber prior to the installation of the Equipment.

d. **Other Charges.** Service Provider reserves the right to charge security deposits, fees for other services and Subscriber-initiated requests including, but not limited to, disconnection, reconnection or transfer of the Set-top box within the Subscriber's premises, installation, disconnection, re-connection and/or transfer of additional set-top box, replacement of Equipment beyond the warranty coverage, no alignment of dish, delivery of repaired and/or replacement equipment, repairs and other similar services, and package upgrades and upgrades.

8. **Late Payment Charges.** Service Provider reserves the right to impose a late payment charge on unpaid amounts as Service Provider determines in its sole discretion. Service Provider may charge interest equivalent to one and a half percent (1.5%) per month for all accounts not paid on due date, plus a late payment charge equivalent to one and half percent (1.5%) per month, until full payment is received.

9. **Surcharges.** Service Provider further reserves the right to add Subscriber's overdue accounts a surcharge equivalent to the actual amount of the overdue payment plus a surcharge in the event of a late payment. In the event that collection of said overdue account is endorsed to a collection agency or law firm.

10. Billing and Payment

a. **Billing.** For Post-Paid accounts, Service Provider shall send to Subscriber a Statement of Account (SOA) for billing of subscription fees, fees for other services, and other charges, at regular intervals and taking into consideration the chosen payment method (i.e. monthly, quarterly, semi-annual or annual). SOAs may be delivered to Subscriber by courier, mail, electronic mail or such other mode agreed by the parties.

b. **Payment.** Subscriber is responsible for the subscription fees, charges and any balance on or before the due date indicated in the SOA. Notwithstanding the non-delivery or late delivery of any SOA, it shall be the responsibility of Subscriber to inquire from Service Provider the amount of his outstanding balance through Service Provider's Customer Helpdesk and effect immediate payment, without need of further notice or demand, to the address indicated in the SOA.

c. **Payment Centers.** Payments may be made at Service Provider's offices, distributors, authorized payment centers and through duly accredited banks. Service Provider shall inform Subscriber from time to time of any changes or additions to its existing bill payment centers. Subscriber shall not be held liable for any payments made to parties other than those authorized bill payment centers.

d. **Change in Billing Address or other Customer Information.** Subscriber shall inform Service Provider in writing of any changes in the Customer Information or Customer Address indicated in the reverse side of this Service Provider shall not be responsible for the consequences of Subscriber's inability to receive the Service and/or the SOA and to pay the account on time as a result of Subscriber's failure to timely notify Service Provider as required herein. Service Provider shall not be bound by any change in Customer Information or Customer Address unless and until it receives written notice from Subscriber.

e. **Non-Payment.** Service Provider shall have the right to disconnect the Service if the Subscriber fails to pay in full his account after its due date and such disconnection shall be without prejudice to the right of Service Provider under this Agreement, under the law or in equity in order to recover all amounts payable to Service Provider and/or damages suffered by Service Provider as a result of or in connection with Subscriber's non-payment.

f. **Application of Payments.** In the event payment made by the Subscriber is not sufficient to fully discharge its payables to the Service Provider, Service Provider shall apply such payment in the following order: (i) expenses for collection, including attorney's fees, (ii) penalty, (iii) interest, (iv) outlet fees, and (v) subscription fees.

g. **Bill Disputes.** If Subscriber is in good faith and claims any portion of the SOA, Subscriber shall submit to Service Provider, at least five (5) days prior to the relevant due date, written documentation substantiating the disputed amount and make full payment of the undisputed portion of the SOA within the due date. If Subscriber does not report a dispute within the

said period, Subscriber shall be deemed to have irrevocably waived his dispute rights for that SOA and the SOA shall be deemed to be correct and final. Any amount resolved in favor of Subscriber shall be reflected in the SOA immediately after the resolution. Any disputed amount determined to be payable to Subscriber shall be due within seven (7) days of the resolution of the dispute. If Subscriber withholds the disputed amount, Subscriber's account shall be deemed to be past due. Service Provider shall be entitled to pursue any and all legal remedies provided in this Agreement, including suspension or disconnection of Service.

11. **Non-Transferability.** This Agreement and the Service may not be leased, assigned or transferred by Subscriber to a third party without the prior written consent of Service Provider. In the event Service Provider gives its consent, the original Subscriber shall furnish to Service Provider the conformity of the new Subscriber to the assignment and to assume all fees and charges under the original account. If any. The assignment or transfer notwithstanding, all Equipment, cable, connections and other accessories, unless already paid for, shall remain the property of Service Provider and the new Subscriber shall have no property right or interest over the same but only the right to use as provided under this Agreement.

12. **Installation and Transfer of Purchased Equipment.** Subscriber shall not install or transfer purchased Equipment on his own. Subscriber shall accept full responsibility for any damages that may be caused by the Equipment by this action or for any service interruption and hereby accepts that this renders void any replacement warranty on the Equipment.

13. **Leased Equipment.** Leased Equipment (if any) as may be provided by Service Provider, installed at the premises of Subscriber, shall remain the property of Service Provider and shall not be transferred, moved or removed from the place of its initial installation. Subscriber shall take proper care of the leased Equipment and will not make any alterations or additions thereto. Subscriber shall be liable for any loss or damage to such leased Equipment installed and received in good order and condition. All leased Equipment shall be returned to Service Provider upon termination of this Agreement or as may be required by Service Provider.

14. **Limited Warranty on Purchased Equipment.** Set-top boxes purchased by Subscriber from Service Provider have a six-month warranty from the date of its activation in accordance with Service Provider's warranty policies. Except as expressly provided herein, Service Provider makes no warranty, either express or implied, regarding the Equipment, or any other equipment or the Services furnished to Subscriber. All such warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, are hereby expressly disclaimed and excluded. Subscriber may access Service Provider's detailed and complete warranty policies in its website www.cignal.tv.

15. **Access to Premises.** Subscriber shall allow the duly authorized personnel, agents or representatives of Service Provider access to his premises for maintenance, inspection, quality assurance and technical audit purposes and to recover any amount payable for any equipment owned by Service Provider.

16. **Prohibited Acts.** The following shall constitute prohibited acts by Subscriber ("Prohibited Acts") hereby performed by himself or in conjunction with others and shall be dealt with in accordance with the terms of this Agreement:

- Unauthorized lease, assignment or transfer of Service or leased Equipment;
- Repair or cause the repair of any set-top box or other Equipment by third party repair entities;
- Subscription fraud discovered after approval of application;
- Willful violation of the rules and regulations of Service Provider in relation to provision of the Service or of any government regulatory agency having jurisdiction;
- Use of the Service for any illegal or immoral purpose, or for any purpose other than that as described under this Agreement;
- Unauthorized reception of Subscriber's DTH signal including unauthorized copying, recording, reproduction or rebroadcasting of any portion of the Service;
- Unauthorized connection of Subscriber's Equipment to other accessories or devices to the Equipment;
- Receiving any content of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of any portion of the Services;
- Modifying the Equipment to receive encrypted television programming without payment of required subscription;
- Reverse-engineering, decompiling or disassembling, tampering with or modifying (including any attempts thereof) the Equipment, or any software or hardware contained within any set-top box or Smart Card;
- Use of Smart Card or other data from that issued by Service Provider for the specific SOA;
- Removal of the Equipment from the Philippines or export and/or use of Equipment outside the Philippine territory, and other similar acts.

The commission of the above acts are strictly prohibited and may result in the immediate termination of this Agreement, disconnection of the Services and/or legal action. Subscriber shall indemnify Service Provider for any and all damages, claims incurred or to be incurred by Service Provider as a result of or in connection with the commission of any of the Prohibited Acts.

17. **Disconnection and Termination.** Service Provider reserves the right to disconnect the Service received by Subscriber, without prior notice, in the following instances:
a. Commission of any of the Prohibited Acts in Section 16 above;
b. Violation of any of the material provisions of this Agreement; or
c. Non-payment of account after due date.

Upon the sole determination of Service Provider and after due notice, Service may likewise be disconnected or denied to a Subscriber with poor credit or paying history. Upon disconnection, the outstanding balance of Subscriber shall be deemed immediately due and demandable and must be paid immediately without need of further demand. Service Provider reserves the right to terminate the Agreement and disconnect the Service received by Subscriber in the event that the Service Provider is prevented from rendering such Service for reasons and/or causes beyond the Service Provider's control, such as, but not limited to the imposition of restrictions by national or local government authorities, the imposition of restrictions and/or damages by a condominium corporation, village or homeowners' association, or similar entities/authorities in the location where the Service is rendered.

18. **Subscriber Initiated Disconnection.** In cases where Subscriber voluntarily requests for disconnection of the Service, Subscriber shall provide written notice to Service Provider at least thirty (30) days prior to the intended date of disconnection. Service and monthly charges shall continue to apply until Service Provider has received the written notice of disconnection and made it effective. Voluntary termination shall not relieve the Subscriber of his obligation to pay Service Provider for fees and charges accrued or payable prior to the effective date of termination.

19. **Service Commitment on Signal Interruptions.** The fees due to Service Provider shall continue to accrue without deductions even in case of service interruption except where such interruption is through no fault of the Subscriber. Service Provider does not warrant that an uninterrupted signal and/or clear reception will be available to Subscriber at all times. Subscriber shall hold Service Provider free and harmless from any and all claims, damages, costs or expenses of signal and/or unclear reception. However, Service Provider will exert its best efforts to deliver a continuous and clear signal to Subscriber in accordance with applicable technical standards required by the National Telecommunications Commission.

20. **Intellectual Property.** Subscriber hereby undertakes to uphold the intellectual property rights and interests of Service Provider and third parties and hereby commits to refrain from: unauthorized taping, reproduction, recording, duplicating or otherwise reproducing, in any manner, form, and for any purpose whatsoever, the programs, trademarks, logos, copyrights and services received and by passed to Subscriber under and by reason of this Agreement without prejudice to the right of Service Provider to recover damages and/or to file the necessary criminal action against violators. Subscriber shall indemnify and hold Service Provider free and harmless from any and all claims, damages, costs or expenses incurred by reason of Subscriber's infringement of any intellectual property rights under this Section.

21. **Restriction on Viewership.** The Service is provided for private viewing in Subscriber's private home contained in the installation address on the reverse side of this Agreement. Subscriber agrees that the Services will not be viewed in areas specific to the place of the contract, such as other residential locations, commercial establishments, schools, government, commercial or industrial purposes. Services may not be re-broadcast or performed, and admission may not be charged for viewing any Services. Subscriber shall hold Service Provider free and harmless from any and all liability arising from a violation of this Section. Subscriber agrees to indemnify and hold Service Provider free and harmless from any and/or other residential location. Service Provider may disconnect the Services and, in addition to all other applicable fees, Subscriber shall pay Service Provider the difference between the price actually paid for the Services and the full applicable rate for such Services, regardless of whether Service Provider has the right to distribute the Services in such other location.

22. **Limitation of Liability.** Service Provider shall not assume any liability for any acts, actions and/or claims arising from interruptions or impairment of Service and damage to property including but not limited to, TV sets, video and audio equipment, house of Subscriber or third persons and injury to persons or pets that may be caused by lightning, typhoon, earthquake, other natural calamities, electrical current fluctuations, accident, force majeure, fortuitous events, or circumstances beyond the control of Service Provider. DTH system problems arising from unauthorized cable connection or transfer, even if caused by Service Provider Equipment, works made by unauthorized technicians; and acts or omissions of Subscriber, shall be the cause of the delivery of Service to Subscriber. Notwithstanding anything contained herein to the contrary, any liability of Service Provider in connection with or arising from this Agreement shall be limited to an amount equivalent to one month's subscription fee under this Agreement. Service Provider shall not be liable for any special, indirect, incidental or consequential damages arising from the use of the Equipment or any other equipment. Service Provider's furnishing or failure to furnish any Services or equipment to Subscriber, or any fault, failure, deficiency or defect in Services or equipment furnished to Subscriber.

23. **Service Provider is responsible for imposing any programming or other content restrictions on himself, members of his family and household and guests as Subscriber deems appropriate.** Service Provider shall not be liable to anyone due to, or based upon, any content, including Subscriber's installation, any inaccuracies, omissions, or inaccuracies, (including content) contained in any of the Services furnished to you, or (ii) accessed using the Services or Equipment furnished to you.

24. **Amendments.** Service Provider reserves the right to amend, modify, change or supplement the terms and conditions to this Agreement as the Service may require. Service Provider shall advise Subscriber of any such changes or supplements with reasonable prior notice.

25. **Venue of Action and Expenses of Litigation.** The parties agree that the venue of all actions arising from this Agreement shall be the proper courts in Mandaluyong City, Metro Manila, to the exclusion of all other venues. In addition to any amounts, any court concluding Subscriber shall pay the costs of the suit and twenty five percent (25%) of attorney's fees and cost of suit.

OUTLET AGREEMENT FOR LEASE PLAN SUBSCRIBERS

This Outlet Agreement sets forth the terms and conditions for the use by Subscriber of the Service Provider's Equipment described below (each "Outlet") solely in connection with the Service Provider's DTH Service for residential subscribers under a Lease plan as available of by Subscriber under the Direct To Home Service Agreement (the "Agreement"). The terms and conditions of the DTH Service are contained in the Residential Direct to Home (DTH) Service Agreement between the Subscriber and the Service Provider ("Agreement") is incorporated herein by reference. In case of conflict between the terms of the Agreement and this Outlet Agreement with respect to the Outlet, including its use, replacement, termination and warranty, the terms of this Outlet Agreement shall prevail.

Upon signing this Outlet Agreement, the Subscriber shall pay in advance the Outlet Fee for one (1) month period ("Advanced Outlet Fee") or a one-time non refundable deposit of P1,500 for Plan 990, in cash and/or personal check, payable to the Service Provider. It is hereby understood that the term "Outlet" used under this Outlet Agreement includes the conditional-access card (Smart Card) supplied by the Service Provider.

1. Installation of the Outlet and activation of the DTH Service ("Service") for the Outlet shall be conclusive presumption that the Subscriber has accepted the Outlet and that such Outlet is in good working condition, unless Subscriber serves Service Provider written notice within five (5) days from installation thereof specifying any defect in the Outlet.

2. All accessories supplied by Service Provider together with the Outlet, namely the satellite dish, LNB (low noise block), connectors, remote control, cabling (collectively, the "Accessories") shall be owned by Subscriber upon delivery thereof. Title and risk to the Accessories shall be transferred to the Subscriber upon delivery. Service Provider makes no warranty on the Accessories' merchantability or fitness for a particular purpose.

3. Installation charges for the Outlet and/or the Accessories shall be for the account of and paid for by the Subscriber. The cost of any safety device or equipment which Service Provider deems necessary and the installation thereof shall be for the account of and paid for by the Subscriber. Service Provider warrants that the workmanship of the installation for a period of six (6) months from Activation Date. This warranty excludes damage or defects of the Outlet, Accessories caused by Subscriber, any third party or force majeure. Service Provider makes no representation or warranty, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose or infringement except as provided under this Outlet Agreement.

4. Subscriber undertakes to use the Outlet solely and strictly in connection with the Service and shall take utmost care of the same with the diligence of a good father of a family.

5. The Outlet shall be installed in a particular location and television set in the Installation Address and shall not be moved or removed there from without the prior written consent of Service Provider. Subscriber shall not remove the SMARTCARD in the Outlet without the prior written consent of the Service Provider. Service Provider shall remain the owner of the Outlet and the Subscriber shall not sell, assign, sublease, mortgage, charge, encumber or otherwise part possession or dispose of the Outlet and shall at all times be responsible therefor. Nothing herein shall confer or be deemed to confer ownership of the Outlet to the Subscriber.

6. Subscriber shall be responsible for any loss or damage to the Outlet while in the Subscriber's possession or custody, except those arising from normal wear and tear. If the Outlet is damaged while in the possession of or custody of the Subscriber, Subscriber shall immediately notify Service Provider and deliver the damaged Outlet to Service Provider or its authorized personnel for testing and repair. Subscriber shall not allow any third party to access and/or repair the Outlet. The cost of the repair shall be charged to the Subscriber ("Repair Charges"). Service Provider shall replace the Outlet if it finds it defective, malfunctioning or damaged as a result of manufacturer flaws. The Outlet shall not be replaced if such defect, malfunction or damage is found to be due to improper use, abuse, faulty handling, accident, neglect, lightning, electrical current fluctuations, tampering, repair by unauthorized technician, improper parts replacement, force majeure, fortuitous event and other circumstances beyond the reasonable control of Service Provider or such acts as may be attributable to the fault or negligence of Subscriber. In such cases replacement shall be provided upon payment of the applicable costs and charges by the Subscriber. Service Provider shall not be responsible for any damages to Subscriber's television or other appliances and devices and other property as to its signal system problems that may arise due to the instances mentioned in this clause. Service Provider shall have no obligation to replace the Outlet while the same is being repaired.

7. In case of loss of the Outlet (or damage of the Outlet caused by the Subscriber), Subscriber shall pay Service Provider the cost of the Outlet based on Service Provider's current retail sale pricing ("Unreturned Outlet Fee") in addition to the forfeiture of Outlet Fee, if any. Service Provider shall have no obligation to replace the lost Outlet and reserves the right to charge the Subscriber the Unreturned Outlet Fee before a replacement outlet is issued. The Subscriber shall inform Service Provider within forty-eight (48) hours from such loss and furnish Service Provider with copies of police report, affidavit of loss and/or such other documents as may be required by Service Provider.

8. Subscriber agrees to allow duly authorized personnel of Service Provider access to its premises for installation and maintenance purposes, as well as recovery of the Outlet upon termination of this Outlet Agreement.

9. In no event shall Service Provider be liable for any loss of profits, loss of use, or indirect, special, incidental or consequential damages of any kind, in connection with or arising out of or in any manner connected with this

Outlet Agreement or the subject matter hereof, in each case regardless of the form of action and whether or not such the Service Provider has been informed of, or otherwise might have anticipated, the possibility of such damages.

10. Subscriber hereby agrees to hold Service Provider free from all liability against any suit, action or claim arising from the unauthorized use of the Outlet. Likewise, Service Provider shall not be held responsible for any damages to the Subscriber's television set or other property as a result of any improper operation or usage of the Outlet.

11. This Outlet Agreement may be terminated on notice at the sole option of the Service Provider if (i) Subscriber breaches the terms of the Agreement or this or any other Outlet Agreement entered into by Subscriber and Service Provider, (ii) if the Outlet is lost or substantially damaged, (iii) if the Outlet Agreement for the Primary Outlet is terminated, and (iv) the Service is disconnected by the Service Provider. A termination by Service Provider of the outlet agreement for the Primary Outlet automatically results in the termination of the outlet agreement for 2nd and 3rd boxes (each, a "Secondary Outlet"). Termination by Service Provider of this Outlet Agreement is without prejudice to any other rights Service Provider may have under law or equity. If Subscriber desires to terminate this Outlet Agreement, written notice must be provided to Service Provider at least fifteen (15) days prior to the intended date of termination.

12. If prior to the expiration of the Term Commitment, (i) Subscriber terminates this Outlet Agreement or the Service, or (ii) Service Provider terminates this Outlet Agreement in accordance with Section 11 and 17 hereof, all unapplied Outlet Fee shall be forfeited in favor of Service Provider and in addition, Service Provider may collect a cancellation fee ("Cancellation Fee") equivalent to the Outlet Fee payable for the remaining months in the Term Commitment.

13. Upon termination of this Outlet Agreement or the Service for any reason whatsoever, the Subscriber shall immediately return the Outlet to the Service Provider or its authorized personnel in good working order and condition. In case Subscriber fails to return the Outlet within one (1) week from effective date of termination or refuses to deliver possession thereof to authorized personnel of Service Provider, Subscriber shall be liable to pay Service Provider the amount equivalent to Service Provider's retail sales for the Outlet or its equivalent as well as any damages and/or costs incurred for recovery of the Outlet.

14. Any and all fees, charges and deposits, when applicable, under this Outlet Agreement are subject to change without prior notice to the Subscriber.

15. This Outlet Agreement shall take effect immediately upon installation of the Outlet in the Installation Address and activation of the Service.

16. Service Provider further disclaims and shall not assume any liability for any suits, actions and/or claims arising from any interruption or impairment of service or damage to property of Subscriber or third persons and injury to persons or pets that may be caused by lightning, typhoons, earthquake or natural calamities, accident, force majeure, fortuitous events, circumstances beyond the control of the Service Provider arising from or in connection with the use by the Subscriber of the Outlet or the Accessories. Notwithstanding anything contained herein to the contrary, any liability of Service Provider in connection with or arising from this Outlet Agreement shall be limited to an amount equal to one (1) month's Outlet Fee.

17. The Subscriber, hereby, undertakes to uphold the property rights and interest of Service Provider and/or its content providers and hereby agrees not to tape, record duplicate or otherwise reproduce, in any manner and form whatsoever and for any purposes, the programs, trademarks/logo, copyrights and services received by and passed to him under and by reason of this Outlet Agreement. Subscriber further undertakes not to use the Outlet to perform the Prohibited Acts provided for in the Agreement. A breach of this provision shall result in the termination of this Outlet Agreement and the Agreement without prejudice to Service Provider's rights to recover damages and to file criminal action.

18. The Outlet under this Agreement shall be used exclusively for household or personal viewing in Subscriber's private home indicated in the Installation Address and shall never be used for business, commercial or industrial purposes. The Outlet shall not be installed or used to allow viewing of the Services in areas open to the public. The Subscriber shall hold Service Provider free and harmless from any and all liability that may arise from a violation of this provision.

19. Service Provider shall have the right to assign any and all rights, obligations to and under this Agreement to any third party without need of consent of the Subscriber. Subscriber shall not assign any and all rights, obligations to and under this Agreement.

20. Service Provider reserves the right to adjust, modify, amend or supplement these terms and conditions as the Service may require. Service Provider will advise the Subscriber of any changes by sending him a notice setting out such changes.

21. The failure by Service Provider to insist upon the strict performance by Subscriber of any of the Subscriber's obligations or provisions under this Outlet Agreement shall not be construed as a waiver of such obligation or provision, the same to continue to be in force and effect. The terms and conditions of this Outlet Agreement are severable and in the event any provision herein shall be held to be void, invalid or unenforceable, the other provisions shall not be affected and shall continue to be applicable and in force and effect.

AUTOMATIC DEBIT AGREEMENT TERMS AND CONDITIONS

- For purposes of this Automatic Debit Agreement, the words "I", "my", "me" shall refer to the subscriber. "Issuing Bank" refers to a bank or financial institution who issued the credit card. "Acquiring Bank" refers to a bank or financial institution that processes credit payments on behalf of a merchant. "Merchant" refers to CIGNAL TV, INC.
- Enrollment to the Automatic Debit Agreement ("ADA" shall take effect upon approval of the issuing bank or acquiring bank and CIGNAL TV, INC.
- The Auto Charge Arrangement shall apply only for the Cignal Digital TV account/s listed in this enrollment form.
- Upon the approval of my enrollment to the ADA, I hereby authorize CIGNAL TV, INC. to automatically charge my total Cignal TV postpaid subscription account balances as indicated in my Cignal TV's statement of account to my enrolled credit card, on a monthly basis.
- The Automatic Debit Arrangement (ADA) shall take effect only upon approval of my ADA enrollment, and shall apply to the CIGNAL TV, INC., charges indicated in the following month's Statement of Account (SOA).
- The issuing bank or acquiring bank has the absolute authority to decline, reject or cancel any enrollment on grounds such as, but not limited to the following: no available credit limit, overdue balance, suspended or past due status or upon Cardholder's cancellation of his/her enrollment. In such cases, the Cardholder will not hold CIGNAL TV, INC. liable in any event whatsoever for any damage, loss or liability that the Cardholder might suffer directly or indirectly by reason of such decline, rejection or cancellation.
- In the event that the credit card billing charge submitted by CIGNAL TV, INC. to the issuing bank or acquiring bank is rejected or declined for any reason whatsoever, I shall immediately settle my outstanding balance directly with CIGNAL TV, INC. through CIGNAL TV, INC.'s authorized payment centers, without need for further demand or notice from CIGNAL TV, INC.
- In case of changes in my credit card number and other credit card details brought about by cases, such as, but not limited to lost credit card, upgrade and/or card renewal, I shall be required to immediately submit a new ADA Enrollment Form indicating these changes.
- I undertake to advise CIGNAL TV, INC. of the new expiry date of my enrolled credit card at least 30 days before the actual expiry date, in writing or through a phone call to CIGNAL TV, INC.'s Customer Service at (02)2446251 (Metro Manila) or 1-800-10-2446251 (outside Metro Manila) or Email: care@cignal.tv. I shall not hold CIGNAL TV, INC. for the inconvenience or delay of my payments should the credit card company decline the transaction due to my expired credit card.
- I understand that at any time, CIGNAL TV, INC. may initiate cancellation of my enrollment to ADA, for any reason whatsoever. In case of such cancellation, I shall pay the bills directly through CIGNAL TV, INC.'s authorized payment centers. Any amount due prior to the effective date of such cancellation are still valid and may still be submitted by CIGNAL TV, INC. to the issuing bank or acquiring bank for approval.

CHANNEL ADD-ON AVAILMENT TERMS AND CONDITIONS

Your availment of and subscription to CIGNAL's CHANNEL ADD-ON shall be governed by and subject to the terms and conditions of the CIGNAL TV Residential Direct-To-Home Service Agreement ("the Terms and Conditions of Service"). In addition, you agree to:

- Pay the Channel(s) Add-on fee once billed, which fee is on top of any advance payments and/or promos avail;
 - Keep your payment up-to-date until the day of the event to avoid service interruption;
 - The Channel(s) Add-on service and charge shall continue to apply every month until you notify CIGNAL of the termination of the Channel Add-on service through Cignal Care:
- Cignal Care Hotline: (02)-244-6251
Cignal Care email: care@cignal.tv
- The Channel Add-on fee is non-refundable, and the service is non-transferrable and, as provided for in the Terms and Conditions of Service, shall solely be used for residential viewing.

DATA PRIVACY

Throughout your use of our services, you agree and allow Cignal TV, Inc. ("Cignal TV") to use your personal information for the following purposes:

- To create and nurture a relationship with you. We collect personal information to 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.
- 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.
- Sending you product recommendations, special offers, and promos. From time to time, we will send you offers that we think will interest you. We keep a record of the products and services that you avail from us so that we can gain a better insight of the kinds of offers that would be relevant to you. We also analyze the places where you may have used our products and services and use this information to send you exclusive

offers available in locations that you may frequent. We communicate these through channels such as SMS, voice calls, and e-mail. You can choose to unsubscribe from these messages anytime. Just let us know.

- To interact with you on Social Media. We place advertisements about our latest products and promotions on some of the most popular Websites, Social Media, and Search platforms. From time to time, we may share information such as your mobile number, e-mail address, and cookies (from when you visit our websites) with the likes of Facebook and Google, to ensure that advertisements about our special offers are seen by you, as you browse their websites and apps.
- 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.
- Compliance with Republic Act No. 9501 or the Credit Information System Act. We run credit scoring programs and initiatives, which includes providing information to the Credit Information Corporation. In some cases, we may outsource to another company the computation of your credit score. For a list of these partners, please visit.

- 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.

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:

- Our service providers, contractors, professional advisers, and their sub-contractors, who help us provide our products and services to you. For example: sales dealers, distributors and installation contractors; our couriers for bill delivery; and our customer contact centers for our hotline operations;
- Our Subsidiaries and Affiliates with whom you have also signed-up with. We do so only for the improvement of each other's business and operations. For example: we share information about your credit standing to facilitate your service applications with them, resulting in faster approvals;
- Other companies to whom you have also given consent for us to share your information with; and
- Law enforcement and government agencies, but only when required by laws and regulations and other lawful orders and processes.

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 ten (10) 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.

Cignal TV 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 Data Privacy Officer through the contact details provided below:

Cignal TV Data Privacy Officer
5th Floor Launchpad, Reliance corner Sheridan Streets, Barangay Highway Hills, Mandaluyong City, 1554
dpoffice@cignaltv.com.ph

There are additional ways that we may use your personal data. These are completely optional, and we commit only to proceed with activities that you specifically allow us to do (check all those that apply):

- ☐ Create a more personal profile about you. We analyze data about the websites and apps that you may visit and use, to gain an understanding about your interests and preferences. We also analyze your locational information (historical and real-time location) to generate insights on foot traffic, crowd density, and mobility patterns. We create this personal profile about you solely to get a deeper understanding of your needs and preferences so that we can send you even better targeted product recommendations, special offers, and promotions.
- ☐ Share your personal profile with our third-party business partners. This will allow them to serve you better through their own products and services.
- ☐ Share your information with our third-party business partners so that they may compute for your credit score. This will allow them to offer you services such as loans.
- ☐ Send you offers and promotions from our sister companies and affiliates such as PLDT and Smart Communications, through channels such as SMS, voice calls, and e-mail.
- ☐ Send you advertisements from our third-party business partners through channels such as SMS, voice calls, and e-mail.