

# MOBILE TELECOMMUNICATION SERVICES SUBSCRIPTION AGREEMENT

## (For Globe Business Clients)

### 1. DEFINITION OF TERMS

Unless the context otherwise indicates, the following terms shall have the meaning set forth herein:

- a. "Add-On Service(s)" refers to additional service(s) availed of by Customer that is on top of the inclusions of the chosen plan and billed on top of the MRF at the current billing cycle:
  - a.1. "Recurring Add-on Service(s)" refers to additional services availed of by the Customer that is automatically renewed every thirty (30) days unless the Customer opts-out of the Add-On Service;
  - a.2. "One Time Add-on Service(s)" refers to additional services availed of by the Customer that will be provisioned one time and will expire based on stated offer validity.
- b. "Administration Fees and Other Charges" refers to the fees and charges that may be charged by Globe such as, but not limited to, administration fees, suspension fees, cancellation fees, late payment fees, reconnection or reactivation fees.
- c. "Application Form" refers to the form required to be accomplished by the Customer in order to avail of the Service.
- d. "Assignee" is the Customer's authorized end user of the Service.
- e. "Authorized Signatory" refers to the person duly authorized by the Customer to sign the Application Form and to name or replace the SPOC.
- f. "Billing Address(es)" refers to the address/es specified by the Customer where the Statement of Account should be delivered.
- g. Bulk Service refers to an Add-On Service with a definite validity or volume.
- h. "Bundled Device" refers to the handset or the device that is provided by Globe to the Customer for the latter to access the Service, the partial or full purchase price of which is included in the MRF.
- i. "Cash Out" refers to the amount required from the Customer to avail of the chosen Device of a certain plan.
- j. "Customer" refers to the entity named in the Application Form as the party who will avail of the Service.
- k. "DBP" means Device Base Price or the cost of the Device purchased from Globe.
- l. "Device" is the collective term for Bundled Device and Purchased Device.
- m. "Device Amortization" refers to the Device Cash Out of the chosen plan divided by the number of MSP and charged on top of the plan's MRF.
- n. "Downgrade Fee" refers to the amount that will be paid by Customer if Customer downgrades the Service within the MSP.

- o. "GCash Amount" refers to the full amount of GCash received by the Customer at the start of plan subscription.
- p. "Globe" refers to Globe Telecom, Inc.
- q. "Globe Business Customer" refers to a Globe customer classified under the following: Small and Medium Business Group of Globe; and Enterprise Group of Globe.
- r. "Globe Business Customer Support" refers to the dedicated customer service for Globe Business Customers.
- s. "IMEI" means International Mobile Equipment Identity used to identify a Device.
- t. "Line" refers to a Service subscription identified by the mobile number.
- u. "MSP" means Minimum Subscription Period which is the minimum period stated in the application form during which Customer is required to maintain the subscription to the Service, otherwise Customer shall be liable to pay the applicable transfer fee, assignment fee, cancellation fee, Pre-Termination Fee or Downgrade Fee should the subscription be transferred, assigned, canceled, terminated or downgraded within such period.
- v. "MRF" means Monthly Recurring Fee which is the minimum regular monthly fee paid by the Customer to Globe for the privilege to use the Service.
- w. "NTC" refers to the National Telecommunications Commission.
- x. "Party" refers to either Globe or Customer. "Parties" refer to both Globe and Customer.
- y. "Penalty Fee" refers to the fine imposed for not completing the MSP.
- z. "Pre-Termination Fee" refers to the amount that will be paid by Customer if Customer terminates the Service within the MSP.
- aa. "Purchased Device" refers to the handset or the Device that is provided by Globe to the Customer for the latter to access the Service, the purchase price of which is not included in the MRF but billed separately in the Statement of Account.
- bb. "Redirected" refers to the status of the Service when outgoing services (i.e., outgoing calls, SMS, internet access) are not allowed but incoming services such as incoming calls and receiving of SMS are allowed.
- cc. "Roaming Partner" refers to the foreign mobile telephone network service provider with whom Globe has an existing international roaming agreement whereby Globe Customers are allowed to avail of the international roaming service using the network of such foreign mobile telephone network service provider.
- dd. "SIM" means Subscriber Identity Module.
- ee. "Single Point of Contact" or "SPOC" refers to the person authorized by the Customer to transact with Globe concerning all matters relating to the Service after the execution of this Agreement including additional Service requirements.
- ff. "Service" refers to the postpaid mobile telecommunication services of Globe consisting of texts, wireless voice and wireless data services including VAS.
- gg. "Temporarily Disconnected" refers to the status of the Service when both incoming and outgoing services, are not allowed.
- hh. "Unpaid Monthly Installment" refers to the portion of the Cash Out that has not been paid by the Customer in case of installment arrangement.
- ii. "Usage Charges" refers to the charges for use of Service not covered by the MRF.

- jj. "Value Added Service" or "VAS" refers to services other than texts, wireless voice and wireless data services.

## **2. APPLICATION APPROVAL AND SERVICE ACTIVATION**

2.1 Customer affirms that the information provided in the Application Form and the supporting documents submitted are true and correct. Customer authorizes Globe to verify such information from whatever sources. Any incorrect information provided by Customer may result in the denial of the application or if already approved, in the suspension or termination of the Service.

2.2 Globe may request submission by Customer of additional requirements to facilitate the processing of its application. Approval of the application for Service is at the sole discretion of Globe. In the event that Service application is disapproved or denied, Globe has no obligation to divulge to applicant the reason for such disapproval or denial.

2.3 The Service shall be activated after approval of Customer's application.

## **3. SIM CARD**

3.1. To be able to access the network of Globe and use the Service, Globe shall issue to Customer a SIM card.

3.2. Customer shall be responsible for the SIM card upon its delivery to it. Customer shall keep the SIM card in good condition, fair wear and tear excepted. Customer shall bear the loss of the SIM card and in case of such loss, it is incumbent upon Customer to obtain a replacement SIM card from Globe in order that it may continue to access the Service. Damage to or loss of the SIM is not a valid ground for Customer not to pay the MRF and other charges. Neither is it a valid ground for termination of the Service without Pre-Termination Fee if such loss or damage occurs within the MSP.

3.3. Customer shall be responsible for the security of the SIM card that will be provided by Globe. All access to the Service made through the use of the SIM card shall be presumed made or authorized by Customer, hence, all the charges for such use shall be paid by Customer except for use after the loss of the SIM card has been immediately reported to and acknowledged by Globe Business Customer Support.

## **4. DEVICE**

4.1 The necessary Device for accessing the Service may be a Bundled Device, Purchased Device or obtained by Customer from other sources.

4.2 By accepting the Device delivered to Customer, Customer confirms that it has inspected the Device and found the same in good order and working condition. Specifically, Customer confirms that -

- a. the Device and its accessories, i.e., battery, charger, etc., are new and original;
- b. there is a manufacturer's warranty seal, which is not defaced or altered;
- c. the Device is free from dents and scratches;
- d. the Device and its accessories have no apparent defect; and
- e. screen shows a clear display.

#### 4.3 In the event of a Device with factory defect –

- a. If factory defect is discovered within seven (7) days from date of delivery, the defective Device will be replaced by Globe provided that the defect is reported to the Globe Business Customer Support within seven (7) days from delivery to the SPOC and the defective Device, together with all its accessories and original packaging, is ready for pick up at the appointed date and time set by Globe.
- b. If the factory defect is discovered beyond seven (7) days from date of delivery, and subject to the manufacturer's warranty - Customer shall bring the defective Device to the authorized Service Center for repair.
- c. There may be charges if defects are not covered by warranty.
- d. The replacement Device shall be subject to the seven (7)-day replacement policy.

#### 4.4 Globe reserves the right to deny a request for replacement in any of the following instances:

- a. The Device has been subjected to abnormal or negligent use; improper storage; exposure to moisture or dampness, excessive temperature or abnormal environmental conditions; unauthorized modifications, connections, or repair;
- b. The Device's serial number, accessory date code, IMEI, or manufacturer's warranty seal has been removed, defaced or altered;
- c. Globe's SIM lock has been unlocked or tampered;
- d. The original manufacturer's battery or other accessories are incomplete or have been replaced;
- e. There are visible dents, scratches, markings or signs indicating that the Device was dropped;
- f. The Device's electronic IMEI is not the same as the IMEI on the transceiver label; or
- g. Any other instance showing that the Device's flaw is not a factory defect.

4.5 Customer shall be responsible for the Device upon its delivery to it. Customer shall keep the Device in good condition, fair wear and tear excepted. Customer shall bear the loss of the Device, hence, the damage to or loss of Device is not a valid ground for Customer not to pay the MRF and other charges. Neither is it a valid ground for termination of the Service without Pre-Termination Fee if such loss or damage occurs within the MSP. In the event of damage to or loss of the Device, it is incumbent upon Customer to have such Device repaired or to obtain another Device in order that it may continue to access the Service.

4.6 Subject to Clauses 4.3 and 4.4 (Device) and the manufacturer's warranty, in the event of damage to or loss of the Device, Globe has no obligation to repair or replace the damaged Device if the same is caused by vandalism, accident, Customer's own fault or negligence or that of a third person, fire, theft or robbery, or force majeure. In the event of damage or loss of the Device, Customer shall remain liable to pay the MRF without any deduction on account of the damage to or loss of the Device. Likewise, Customer shall remain liable to pay the price of the Purchased Device.

4.7 In the event of device/SIM loss, the Customer should immediately notify Globe Business through its 24x7 Globe Business Hotline at (02) 730-1288. In the event of such loss, Globe will temporarily disconnect the Service upon request of the Customer and re-connect the same also upon request of Customer. Customer shall pay for all usage charges prior to the time that the

loss is reported to Globe. Moreover, Customer remains liable to pay the MRF during the period of temporary disconnection.

4.8 It is the obligation of the Customer to thoroughly know the specifications, features, and capabilities of the Device. Hence, all usages emanating from the use of the Device whether or not actively or consciously known by the Customer is billable and shall be paid for by the Customer.

4.9 Globe has no obligation to repair or replace a damaged Device outside the manufacturer's warranty.

## **5. TELEPHONE NUMBERS**

5.1 Randomly assigned mobile numbers for mobile follow the numbering plan assigned by the NTC. Globe retains ownership over these numbers and thus, have the right to change and re-allocate any telephone number assigned to Customer at any time without incurring any liability for any loss or inconvenience on the part of Customer arising from such change or re-allocation.

5.2 Upon termination of the Service, Globe may assign to another Customer the telephone number previously assigned to Customer, hence, it is incumbent upon Customer to notify its contacts of such termination.

5.3 Any requests for number porting shall be subject to Globe's approval. All existing services related to the Customer's mobile number shall no longer be available or shall be forfeited once ported.

## **6. PACKS AND ADD-ON SERVICES**

6.1 Customer may choose from any of the available Packs and Add-On Service/s.

6.2 The Customer may avail the Add-On Service by filing a request through any of the Globe official channels, such as but not limited to the following: GlobeOne App, Web (<https://bit.ly/GlobeOne>), or Globe Business Account Managers (AM).

6.3 If the Customer avails of a Recurring Add-On Service, the availment shall automatically renew every thirty (30) days unless the Customer opts-out of the said Service by filing a request through any of the Globe official channels set forth in Section 6.2 (Packs and Add-on Services) above. Notwithstanding the foregoing provision, the Customer shall not receive any refund or rebate of the monthly fee(s) incurred for the unused Recurring Add-on Service(s) opted-out regardless of opt out date.

6.4 If Customer avails of a One-Time Add-On Service, the availment shall expire based on the promo validity and shall not automatically renew. Should Customer wish to avail the One-Time Add-On Service again, the Customer shall file a request through any of the Globe official channels set forth in Section 6.2 (Packs and Add-on Services) above.

6.5 The availment of a combination of add-ons is allowed as long as within the Customer's Spending Limit.

6.6 The Customer may change, add or cancel the Add-On Service(s) subscribed to through the Globe official channels set forth in Section 6.2 (Packs and Add-on Services) above. If the change

in the Add-On Service(s) takes effect between bill periods, corresponding charges shall be prorated except for selected Add-On Service(s) which are billed in full.

6.7 The approval of any application or request for a change in any Add-On Service(s) shall be at the sole discretion of Globe.

6.8 Each Add-On Service(s) has a corresponding MRF. Services that are not covered by the Add-On Service(s) subscribed to shall be billed on a “pay-per-use” basis in accordance with the applicable rates.

## 7. PLANS

7.1 **GPlan Enterprise Line-Only** refers to a line only subscription consisting of a combination of the following Packs chosen by the Customer:

- a. Surf Pack which refers to any Business Surf offers that give the Customer specific data allocation in megabytes (MB) or gigabytes (GB) on a monthly basis;
- b. Lifestyle Pack which refers to access or subscription to lifestyle, entertainment, music, or work related sites and apps;
- c. Call and Text Pack which refers to call and text bundles to local networks and International Direct Dialing (IDD) offers.

7.2 The combination created hereinabove by the Customer shall be its personalized GPlan Enterprise for which it shall be charged the corresponding MRF. The MRF shall be the minimum payment due Globe. Under GPlan Enterprise Line-Only, the Customer further agrees that:

- a. It may change/replace any of the Packs enrolled in. Such changes/replacement shall be applied on the next bill cut-off period.
- b. If an SMS, call, or mobile browsing promo is availed of, charges for the promo shall be billed on top of the MRF. Promo refers to a special offer available for a limited period only.
- c. For 399 – 2999 GPlan Enterprise Line-Only, this plan excludes international roaming service, value-added services (e.g., ringtone, ring back tone), Share-A-Load service, and other content services. These shall be charged additional corresponding fees on top of the MRF.
- d. Should Customer decide to avail a Device with the GPlan Enterprise Line-Only Plan, the amortized cost of the Device shall be billed on top of the plan.

7.3 No MSP for GPlan Enterprise Line-Only.

7.4 If the Customer avails of a Device, the MSP shall follow the amortization schedule of the Device. Subject to full payment of a Pre-Termination Fee (based on the formula below), as well as all outstanding and historical balances, the Customer may transfer, assign, cancel, terminate or downgrade its plan:

$$\text{Pre-Termination Fee} = \frac{\text{DBP} - \text{Cash Out}}{\text{Total MSP (in months)}} \times \text{Remaining MSP (in months)}$$

7.5 **GPlan Enterprise** refers to a plan subscription consisting of a combination of different Packs chosen by the Customer along with a chosen Device.

7.6 The combination created by the Customer shall be its personalized GPlan Enterprise during the MSP of twenty four (24) months from date of line activation for which it shall be charged the corresponding MRF. The MRF shall be the minimum payment due Globe. Under GPlan Enterprise, the Customer further agrees that:

- a. It may change/replace any of the Packs enrolled in. Such changes/replacement shall be applied on the next bill cut-off period.
- b. It may opt out from the Pack(s) enrolled in without replacing the same.
- c. If an SMS, call, or mobile browsing promo is availed of, charges for the promo shall be billed on top of the MRF. Promo refers to a special offer available for a limited period only.
- d. For 399 – 2999 GPlan Enterprise, this plan allowance excludes international roaming service, VAS (e.g., ringtone, ring back tone), Share-A-Load service, and other content services. These shall be charged additional corresponding fees on top of the MRF.

## **8. SPECIAL PROMOTIONS**

8.1 Globe may offer special promotions from time to time. The terms and conditions applicable to such special promotions shall apply during the promotion period. Upon the lapse of the promotion period, the application of the terms of conditions of this Agreement shall be resumed.

8.2 Customer acknowledges that there may be some special promotions advertised by Globe that may not be availed of by Customer because said special promotions are not available to EG Customers.

## **9. MSP**

9.1 The Customer acknowledges and agrees to the MSP of the relevant Mobile Service availed of. During the MSP, Customer shall not transfer, assign, cancel, downgrade or terminate its subscription, otherwise, Customer shall pay the corresponding transfer fee, assignment fee, cancellation fee, Downgrade Fee or Pre-Termination Fee Administration Fee, and all outstanding and historical balances, the formula of which is set forth in Section 7.4 (Plans) above.

9.2 Upon the lapse of the MSP, this Agreement shall be renewed automatically on a month-to-month basis until a new agreement is executed by the parties or this Agreement is terminated in accordance with the provisions of this Agreement.

9.3 For those with Bundled Device or Purchased Device, If Customer avails of the Recontracting Program, the new MSP shall commence on the date that the Bundled Device or Purchased Device is delivered to the Customer.

9.4 If Customer avails of the Recontracting Program this Agreement shall be deemed renewed and the applicable MSP shall commence on the date that the Recontracting Program availed of takes effect.

## **10. INTERNATIONAL ROAMING SERVICE**

10.1 When traveling abroad, Customer may avail of the international roaming service using the SIM through the networks of Globe's Roaming Partners. Globe, however, makes no representation, that the international roaming service is always available in all countries.

10.2 The Customer shall abide by the terms and conditions imposed by the Roaming Partner whose roaming service is availed of by the Customer while abroad.

10.3 Customer acknowledges that it will be billed roaming charges, in addition to the MRF and/or the usual charges for both incoming and outgoing calls, outgoing SMS (and incoming SMS for some Roaming Partners), internet access, VAS, and such other services that may be availed of by Customer through the Roaming Partner's network. Roaming rates vary and subject to change without notice at the discretion of the Roaming Partner, hence, it is incumbent upon the Customer to inquire from Globe about the charging principle of the Roaming Partners in Customer's country of destination.

10.4 Globe has the option to immediately suspend the international roaming service without notice and without liability to Customer -

- (a) when Customer exceeds its Credit Limit;
- (b) when there is an unusual surge in calls, SMS, VAS or internet or data usage of the Customer's Line;
- (c) when Globe reasonably suspects that the Service is being used to commit fraud;
- (d) when requested by the Roaming Partner; or
- (e) when there are circumstances necessitating the suspension of the international roaming service.

10.5 In case of loss of the SIM and/or Device while roaming, Customer should immediately report such fact by calling collect (operator-assisted) the Globe Roaming Support Hotline at +632 7301212. IDD charges to other numbers and hotel call charges or surcharges that may arise in making such operator assisted calls, shall be shouldered by Customer. Customer shall be liable for all the charges arising from all usage up to and until Customer has reported the loss.

## **11. AFTER-SALES SERVICE**

11.1 After-Sales Team – Complementing the personalized service of Globe's Account Manager to Customer is an After-Sales Team whom Customer can coordinate with for its after-sales concerns such as, but not limited to the following:

- a. Report of Lost SIM;
- b. Change of Account Assignee;
- c. Change of Billing Address;
- d. Change of Mobile Number;
- e. Change or Modification of Subscription Plan/ Pack;
- f. IDD Activation or Deactivation;
- g. International Roaming Activation/ De-Activation;(h) Request for Temporary Disconnection;
- h. Reconnection of a Call Redirected / Temporarily Disconnected Account;
- i. Request for Pin Unblocking Key (PUK);
- j. Report of Lost and/or Found Phone/SIM;
- k. Increase/Reduction of Spending Limit;

- l. SIM Card Replacement;
- m. Billing Concerns;
- n. Unit Replacement (subject to the rule on seven [7]-day replacement)

11.2 Only the SPOC or Authorized Signatory is authorized to transact the after sales services listed above.

11.3 If the SPOC will be changed, the Authorized Signatory should notify Globe in writing of the fact that the SPOC has been changed and the name of the new SPOC. Otherwise, Globe shall not be liable for any loss or damage that may be suffered by Customer arising from the acts of the SPOC on record in the event that such SPOC's authority has been revoked by Customer.

11.4 Notice of change of SPOC from the Authorized Signatory should be sent to Globe Business Customer Support by email (using the Authorized Signatory's e-mail address on record with Globe) to enterprisesupport@globe.com.ph. Scanned copy of the written notice signed by the Authorized Signatory must be attached to the email.

## **12. FEES AND CHARGES**

12.1 Upon activation of the Service, Customer will be charged the applicable MRF and the applicable charges for the use of the Service that is not covered by the MRF.

12.2 In addition to the MRF, Globe may charge Customer an Administration Fee and other similar charges, which may include suspension fees, cancellation fees, late payment fees, reconnection or reactivation fees, downgrade fee, transfer fee, Pre-Termination Fee, service modification fee for any modification related to the Service such as change of telephone number, and such other applicable fees or charges as may be determined by Globe.

## **13. SPENDING LIMIT**

13.1 "Spending Limit" is the maximum amount that the Customer may be allowed to spend on top of the MRF for each Line.

13.2 Globe shall assign to the Customer a Spending Limit the determination of which shall be at Globe's sole discretion.

13.3 Globe has the option to deactivate all outgoing calls, texts and mobile internet when the Spending Limit is reached.

13.4 A Customer may request for automatic Spending Limit Barring for outgoing calls, texts and mobile internet.

13.5 A Customer may request that its Spending Limit be increased or decreased but the approval of such request shall be at the sole discretion of Globe.

13.6 It is incumbent upon Customer to monitor its usage in order to avoid exceeding the Spending Limit.

13.7 Customer shall be liable to pay all charges for the Service, including those in excess of its Spending Limit.

13.8 Globe reserves the sole right to review the criteria for the increase or decrease of Customer's spending limit and approve or disapprove any such request subject to existing terms and conditions. Globe may also proactively increase Customer's Spending Limit and notify Customer of such increase. If Customer does not concur to his/her new Spending Limit,

Customer shall inform Globe within the period of time specified in the notification. Customer's failure to advise Globe within the specified period shall be deemed as acceptance of the new Spending Limit.

#### **14. BILLING**

14.1 Globe shall send the Statement of Account to the e-mail address provided by the Customer after the monthly billing cut-off date. A printed copy of a system generated Statement of Account may also be sent to the Billing address(es).

14.2 Globe may send the Statement of Account to other address(es) of the Customer, if any, in the event of unsuccessful attempt to deliver the Statement of Account to the Billing Address.

14.3 It is the obligation of Customer to immediately inform Globe of any change in its Billing Address(es) and e-mail address for purposes of billing provided by the Customer. Non-receipt of the Statement of Account is not a valid excuse for Customer not to pay on or before the due date. Customer hereby authorizes Globe to provide to the Assignee information about the Account.

14.4 Globe will try to include in the Statement of Account all charges for the relevant billing period. However, this may not always be possible and Globe may include the unbilled charges in later bill(s).

14.5 Customer should bring to the attention of Globe Business Customer Support any billing inquiry or complaint within thirty (30) days from the cut off date. Otherwise, the accuracy of the Statement of Account shall be deemed to be accepted by the Customer as final and conclusive. In responding to any billing inquiry or complaint, the records of Globe shall be deemed correct and conclusive and hence, will be relied upon in the resolution of a billing complaint or dispute.

14.6 Globe may bill the Customer using an authorized billing agent.

#### **15. TAXES AND REDEMPTION**

15.1 Customer shall be responsible for all taxes such as Value Added Tax (VAT), sales, use or excise taxes, and similar charges of any kind imposed by any governmental entity for Services provided under this Agreement. Customers who are VAT exempt shall submit the necessary VAT exemption certificate.

Aside from the MRF, etc., VAT and such other applicable taxes shall be imposed on Customer unless Customer is exempt from paying such taxes. If the Customer is not subject to VAT, is Exempt or enjoys Zero-Rate, the Customer must inform their designated AM and submit appropriate supporting documents as required by the Bureau of Internal Revenue (BIR). The non-imposition of VAT will be effective on the next billing date after the submission of appropriate documents, and no retroactive adjustments shall be made by Globe.

For Philippine Economic Zone Authority (PEZA) and other registered business enterprises (eg. Subic Bay Metropolitan Authority [SBMA], Tourism Infrastructure Economic Zone Authority [TIEZA]), yearly submission of updated zero-rated VAT certification and other documents to provide direct and exclusive use of services to the registered activity is required to maintain the non-imposition of VAT.

15.2 Where applicable, the Customer is responsible and shall pay for freight, shipping, handling insurance and other transportation charges, including, but not limited to all applicable import and export fees, duties and surcharges.

15.3 Customers who are designated withholding agents by the BIR shall submit electronically the BIR Forms 2307 via Globe's eCWT Portal based on the time prescribed by law. The eCWT Portal is a platform that enables online end-to-end handling and processing of Creditable Withholding Tax (CWT) certificates and is accessible via this link: <https://ecwt.globe.com.ph/portal>. Globe reserves the right to collect the taxes withheld by the Customer in cash for failure to provide the CWT certificates on time.

## **16. PAYMENTS**

16.1 The Customer is aware of the fees, rates and charges relevant to the Mobile Service availed of and agrees to pay the same not later than the due date. The Customer shall pay the entire amount billed in the Statement of Account on or before the due date stated therein without need of any demand, demand being hereby expressly waived by Customer. Otherwise, Globe may impose a late payment fee of two percent (2%) per month on the unpaid amount from due date until full payment thereof.

16.2 Customer's failure or refusal to pay any outstanding charges by the due date shall entitle Globe to exercise its right to redirect or temporarily disconnect or terminate the Service(s) without incurring any liability.

16.3 Customer shall pay its bills through any of the accredited payment channels. Globe shall not be bound to honor payments made to persons or entities not authorized by Globe to receive payments on its behalf. If Customer's payment is not honored (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonored check), Globe may charge Customer a fee for such payment.

16.4 Customer should always indicate the account number to which the payment will be applied. Globe shall in no way be liable if the payment is not properly posted due to failure of Customer to indicate the account number.

16.5 Payments shall be applied in the following order: first, to interest or late payment fee; second to billing in arrears; and third, to current billing.

16.6 Any late payment made by Customer, whether in full or in part, shall not affect Globe's right to pursue available remedies against Customer whether in law or in contract.

16.7 In case of overpayment to a particular Line, the excess amount shall be credited to the succeeding billing(s) for the same Line.

16.8 In case of overpayment for a terminated Line, the excess amount shall be credited following this order:

- a. Oldest outstanding mobile invoice;
- b. Oldest outstanding invoice under Innove Communications, Inc. or Bayantel Communications, Inc.

## **17. PROHIBITED ACTS OF THE CUSTOMER**

17.1. Customer acknowledges that the Device is locked to the Globe network. Customer shall not take any action to have the Device unlocked.

17.2. Customer shall not use, or allow the use of, the Service, SIM or Device –

- a. for any fraudulent or illegal activity, whether or not punishable by law;
- b. to infringe upon the rights of Globe or any third party;
- c. to conduct spamming.

17.3 Customer shall not allow the Device -

- a. to be used to transmit messages in violation of the law; and
- b. to be connected to any instrument or accessory that is not allowed by Globe.

17.4. The SIM shall not be inserted in a Device that is intended for broadcasting, or that allow the re-selling of subscribed services to the public such as Private Automatic Branch Exchange (PABX) System, broadcaster modem, internet modem, or other analogous equipment.

## **18. BYPASS**

18.1 Customer shall not use the Service to conduct any service such as callback, unauthorized audiotext, International Simple Resale (ISR), and other analogous services which are prohibited in the Philippines, or which operation or service constitutes a bypass defrauding GLOBE and/or its interconnect partners of the rightful access/termination charges due them.

18.2 In the event that Customer uses Globe's facilities and services for any illegal or unauthorized services including but not limited to those enumerated above, Customer shall immediately compensate Globe an amount equivalent to the rightful access or termination charge prevailing (if only Globe network is affected) or the amount demanded by Globe's interconnect partner at the time the bypass was committed for the type of traffic passed via the bypass service or practice committed by Customer to the applicable Philippine network (including without limitation, a Globe network, or the network of any other carrier with whom GLOBE has an interconnect agreement, whether mobile or landline) plus fifty percent (50%) of such access or termination charge (the "Bypass Compensation").

18.3 Such Bypass Compensation shall be payable, without limitation, from the time the bypass activity was conducted by Customer until complete payment thereof by Customer, and such Bypass Compensation shall be computed from the time the bypass occurred until the actual cessation of bypass. Globe shall likewise pass on, and Customer agrees to accept and immediately pay, all other claims and damages demanded by any of Globe's interconnect partners who may have been affected, directly or indirectly, by the unauthorized service. This shall not be subject to any limitation of liability provided in this Agreement.

## **19. REDIRECTION**

19.1 Globe may redirect the Service with or without notice to Customer but without liability on the part of Globe on any of the following grounds:

- a. When Customer has exceeded its Spending Limit; or
- b. When Customer fails to pay any outstanding amount on or before due date.

19.2 Customer shall remain liable to pay the MRF during the period that the Service is Redirected.

19.3 The redirection will be lifted by Globe upon request of Customer provided that Customer has cured the cause of the redirection to the full satisfaction of Globe and Customer has complied with all the requirements for such lifting, including, but not limited to, payment by the Customer of a reconnection fee.

19.4 Failure of the Customer to cure the cause of the redirection within the required period of time entitles Globe to effect a permanent disconnection of the Service. If the permanent disconnection is effected within the MSP, Customer shall be liable to pay the applicable Pre-Termination Fee which shall be included in the Statement of Account.

19.5 If Customer fails to pay, Globe shall be at liberty to take any and all actions available to it under this Agreement or the law, including, but not limited to, endorsement of Customer's outstanding obligation to a collection agency.

## **20. TEMPORARY DISCONNECTION**

### **20.1 Customer initiated -**

Customer may request for Temporary Disconnection of the Service for a maximum period of thirty (30) days. Globe has the sole discretion whether or not to allow the requested Temporary Disconnection. If the Temporary Disconnection is effected within the MSP, the MSP shall be extended for the same period of Temporary Disconnection. If after thirty (30) days, no request for reconnection is made by the Customer, Globe has the option to reconnect the Service.

### **20.2 Globe initiated -**

Globe may temporarily disconnect the Service on the following grounds:

- a. In the event that Customer submits erroneous documents to support the application of Service,
- b. Customer commits a material breach of any provision of this Agreement;
- c. Globe reasonably suspects that Customer is committing any of the prohibited acts under Section 17.2 (Prohibited Acts of the Customer) and Section 18.1 (Bypass);
- d. There is an abnormally high usage of the Service by Customer;
- e. Customer violates Globe's Fair Use Policy;
- f. Customer suffers an insolvency event and Globe reasonably believes that it is unlikely to receive payment for amount due from Customer;
- g. Globe is required to suspend or terminate the Service to comply with a law, an order, instruction, request or order issued by any court, government agency or any other competent legal authority;
- h. Problems involving any of Globe's suppliers, vendors or third party contractors or other circumstances exist which prevent Globe from effectively providing the Service;
- i. Repair or maintenance work on Globe's network;
- j. Force majeure;
- k. In the event that Globe suspects that Customer has committed a subscription fraud. i.e., submission of fake documents to support the application for Service; or
- l. Any analogous ground.

20.3 Temporary disconnection of the Service may result in Permanent Disconnection of the Service if Customer fails to cure, within the period specified by Globe, the ground invoked by

Globe for the disconnection. If the termination is within the MSP, the applicable Pre-Termination Fee shall be included in the Statement of Account.

## **21. REPRESENTATIONS AND WARRANTIES**

21.1 Globe represents and warrants that it will provide the Service in compliance with applicable laws and in accordance with industry standards.

21.2 GLOBE DOES NOT REPRESENT NOR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS PROVIDED IN THIS AGREEMENT, GLOBE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER DOES GLOBE MAKE ANY REPRESENTATION THAT THE SERVICE IS AVAILABLE THROUGHOUT THE PHILIPPINE TERRITORY.

## **22. LIMITATION OF LIABILITY AND REMEDIES**

22.1 Customer assumes all the risks associated with the use of the Service. Globe shall not in any way be liable for any damage or loss, including but not limited to loss of data, that may be suffered by Customer arising from the use of the Service.

22.2 GLOBE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS, DATA, DAMAGES FROM inability to USE, OR BUSINESS OPPORTUNITY, OR FAILURE TO ACHIEVE COST SAVINGS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST, OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

22.3 Globe shall not in any way be liable for any redirection or disconnection, whether temporary or permanent, of the Service in accordance with the provisions of this Agreement.

22.4 Without prejudice to the applicability of indemnity/compensation in the event of breach relating to Use of Service/Bypass Clause, neither party will be liable for direct damages in excess of what has been paid by the Customer within the twelve (12)-month period immediately prior to the event of claim.

22.5 Customer shall defend and hold Globe, its stockholders, officers, employees, contractors or agents free and harmless from any and all claims, demands, actions, causes of action, judgment, costs and reasonable attorney's fee and expenses of any nature for –

a. any damage of any kind arising from or related to Customer's use of the Service or by another party irrespective of whether Customer has known or authorized such use; and

b. claims resulting from any action taken by Globe during or as a result of Globe's investigations and/or from any action taken as a consequence of investigations conducted by Globe or by law enforcement authorities.

22.6 In no event shall Globe be liable for:

a. any damage of any kind arising from or relating to the use of the Service or Device by Customer or by another party irrespective of whether Customer has known or authorized such use;

- b. any damage to property or injury or death to any person resulting from use and operation or malfunction of any Device used for the Service;
- c. any damage as a result of Customer's act or omission in connection with the Service or Device;
- d. any damage as a result of Customer's failure to comply with the terms and conditions of this Agreement;
- e. any unauthorized access by a third party to Customer's data;
- f. any error, omission or inaccuracy with respect to any information disclosed through the use of the Service, or for any damage which such errors may cause; or
- g. any delay, interruption or failure to provide or restore the Service due to force majeure or causes beyond Globe's control.

### **23. ASSIGNMENT OR TRANSFER OF SERVICE**

23.1 Customer shall not –

- a. allow any person to share in the use and benefits of this Agreement, whether for consideration or not; or
- b. assign this Agreement or any right, interest or benefit herein; or
- c. mortgage the Device owned by Globe, without Globe's prior written consent.

23.2 Customer may secure Globe's written consent to assign or transfer its rights and obligations under this Agreement by accomplishing and submitting the appropriate service modification request together with the required supporting documents through the Globe Business Customer Support.

23.3 In the event Globe discovers that Customer has procured or caused any of the activities stated in Section 23.1 above without Globe's written consent, Globe reserves the right to immediately terminate the Service without any obligation whatsoever to provide Service to Customer's transferee or mortgagee, or honor any agreement between Customer and its transferee or mortgagee. Customer shall indemnify Globe for all sums which it may be held liable by virtue of its refusal to render the Service to the unauthorized transferee or mortgagee.

23.4 Globe may impose such terms and conditions as it may deem fit, including the terms and conditions of this Agreement, for the re-connection or continuation of the Service to Customer's transferee.

23.5 Customer shall continue to be liable for all charges incurred until Globe has approved the service modification request for the transfer.

### **24. TERMINATION OF SERVICE**

24.2 Upon termination of Service, Customer is liable to immediately pay any and all outstanding MRF, fees and charges, including unpaid portion of the purchase price for the Device and Pre-Termination Fee, if any.

24.3 Globe reserves the right to issue a supplemental billing after the termination of the Service in the event that there are fees or charges that have not been included yet in the Statement of Accounts previously sent to Customer.

24.4 Should the Customer use the Service after the termination date of the Service, Customer shall pay the corresponding charges for such use upon demand of Globe.

24.5 If the Service is terminated during the MSP by the Customer or by Globe as a result of circumstances reasonably attributable to Customer, Customer shall be liable to pay the applicable Pre-Termination Fee.

24.6 Any deposit or advance payment by Customer shall be applied to any outstanding amount due to Globe or to Globe's subsidiaries and affiliates as of the termination date.

## **25. MISCELLANEOUS**

25.1 This Agreement represents Globe's and Customer's entire understanding and supersedes all prior written and oral agreements and representations.

25.2 Globe reserves the right to modify this Agreement with prior notice to the Customer.

25.3 This Agreement shall commence on the activation date of the Service and shall continue until terminated by either Globe or Customer or by their mutual agreement.

25.4 Any failure by Globe to enforce any provision of this Agreement, for whatever reason, shall not necessarily be construed as a waiver of any right to do so at any time.

25.5 If any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

25.6 This Agreement shall be construed in accordance with the laws of the Republic of the Philippines. In case of suit arising from this Agreement, Parties agree to submit to the appropriate courts in Taguig City that has jurisdiction over the case to the exclusion of all other courts. In addition to the amount due and collectible, Customer shall pay an additional twenty-five percent (25%) of such amount by way of liquidated damages and another twenty-five percent (25%) of such amount by way of attorney's fees and costs of suit.

25.7 Customer hereby acknowledges that Customer's Authorized Signatory has read and understood all the terms and conditions herein stated and that such authorized representative has voluntarily signed this Agreement with full knowledge and consent of everything contained in this Agreement; and

25.8 Customer shall comply with Globe's Fair Use Policy found at Globe's website at <https://www.globe.com.ph/aup>, which is made an integral part of this Agreement.

25.9 Customer hereby acknowledges that Globe's privacy policy is found at Globe's website at <http://www.globe.com.ph/privacy-policy> and that Customer has read and understood the same.

25.10 Without demand, Customer shall ensure to provide the following to Globe: a) its updated information or details; and b) its updated documentary requirements.

25.11 Customer warrants that the corporate data or requirements it has submitted and will be used by Globe for its Service application is the updated corporate data or requirements which is also its SIM registration details. The Customer further warrants that it shall register its Mobile Number or SIM pursuant to the law.

