

TERMS AND CONDITIONS

1. Contract Documents

a. The following documents shall, by this reference, form integral parts of the agreement between MTC and the Customer for the provision by MTC of the MTC Enterprise Broadband Service (the "Service"):

- 1.Proposal with Customer's written conforme, which contains the commercial terms of the Contract ("Proposal"); and
- 2.These MTC Enterprise Broadband Service Terms and Conditions ("Terms and Conditions"), herein collectively referred to as the "Contract".

b. In case of any conflict in the interpretation of the provisions of the aforementioned documents, these Terms and Conditions shall prevail.

2. Customer Responsibilities

The Customer shall have the following responsibilities for the proper installation, operation, and maintenance of the Service:

a. Provide access and clearance to allow duly authorized MTC personnel to enter and leave the Customer's premises at reasonable hours or at such frequency as may be necessary, and subject to prior notice to the Customer, for the purpose of conducting site surveys, installation, inspection, maintenance, and/or removal of equipment and facilities used in connection with the Service.

If the Customer's premises are located inside a building, the Customer shall coordinate with the building administrator/property management office and secure the necessary permits granting MTC 24/7 ingress and egress for maintenance, testing, repair, and installation, subject to compliance by MTC with reasonable building security regulations.

b. Prepare all required civil works, conduits, and in-house wiring installations prior to the installation of the Service. MTC reserves the right to delay installation works if these are not ready, or to start billing for the installed services notwithstanding the Customer's inability to use the Service due to delays on the Customer's part.

c. Provide the required Uninterrupted Power Source (UPS) in each location to ensure continuous operation of the Service, including electric power from a commercial source connected to the standby generator for efficient operation of MTC-provided equipment.

d. Provide the interface cables between MTC equipment and Customer-provided equipment.

e. Ensure that no connection, disconnection, movement, or alteration of any equipment and facilities furnished by MTC are conducted by parties other than duly authorized MTC personnel.

f. Provide a secure, clean, ventilated, and air-conditioned room suitable for the proper operation of all Service-related equipment.

g. Exercise due care over all MTC-owned equipment installed in its premises (the "Customer Premises Equipment" or "CPE"). The Customer shall be liable for any loss or damage to such equipment after installation, unless such loss or damages are due to causes beyond the Customer's reasonable control.

h. The Customer and its representatives shall not assign, transfer, sublease, charge, or otherwise part with the CPE, nor permit any unauthorized extension of the Service without MTC's prior written approval.

i. Provide additional protection to its own system against external attacks or hacks. In the event of such occurrences, the Customer shall investigate with the proper assistance of MTC or its affiliates.

3. Applicable Prices and Taxes

- Prices are based on initial network design/configuration and may change after survey. MTC will inform the Customer and seek approval for any price adjustments.
- Prices quoted in the Proposal are exclusive of VAT/OCT.
- Customers claiming tax exemptions must submit certificates prior to installation.

4. Installation and Lead-Times

Installation and activation of the Service shall follow the mutually agreed Ready For Service (RFS) date as indicated in the Proposal. Lead times may vary depending on the site location and whether new facilities must be constructed.

5. Delivery of Equipment; Acceptance of Service

- Upon delivery of the CPE, the Customer shall sign an Endorsement of Property and Service (EPS) form.
- Upon activation and successful testing by MTC, the Customer shall sign an Acceptance of Service Form (ASF). If the Customer fails to respond within seven (7) days, the Service will be deemed accepted and billable.
- MTC's liability is limited to the Service described in the Proposal; MTC is not responsible for internal hardware/software issues of the Customer.

6. Payment Terms

- Billing begins 1 day after activation. Add-ons/freebies do not delay billing start.
- Bills may be sent via email, courier, or other available channels.
- Payments must be made by the due date indicated on the bill.

7. Contract Period

- The Contract Term begins on the date of Service activation.
- Unless terminated in writing at least sixty (60) days before expiry, the Contract automatically renews for the same term.

8. Cancellation of Order

- If cancelled after installation but before acceptance: Customer pays 100% of CPE value + ₱10,000 to cover installation costs.
- If cancelled after acceptance: Customer pays standard pre-termination charges (see Section 9).

9. Pre-Termination of Contract

a. If the Customer terminates without fault on MTC's part:

- 1.Must submit 60 days written notice.
- 2.Pre-termination fee = 100% of remaining Monthly Recurring Charges (MRC) + actual de-installation costs.
 - Formula: Pre-termination = (Remaining months × MRC) + De-installation Charge

b. Upgrading/Downgrading:

- Upgrades allowed (fees adjusted accordingly).
- Downgrades not allowed unless Customer pays pre-termination penalty:
- (Original MRC – Downgraded MRC) × Remaining months.

Customer must still pay downgraded MRC for the rest of the Contract term.

10. Discontinuance of Service

- MTC reserves the right to discontinue the Service if the Customer fails to pay the fees due within the period stated in the billing statement. Subject to a one (1) month prior written notice to the Customer, and provided the Customer continues to default despite such notice, MTC may discontinue the Service for non-payment of the overdue account. This shall also apply to other outstanding accounts maintained or owned under the same Customer name in MTC's records. Applicable pre-termination charges under Section 9 shall also be imposed.
- The due date stated in the billing statement shall serve as the official basis for disconnection of the Service.
- The Service is intended strictly for the Customer's official business use only, and shall not be resold, shared, or used for unauthorized activities such as Voice Callback, International Simple Resale (ISR), or other Public Switched Telephone Network ("PSTN") bypass operations ("Unauthorized Use").
- MTC reserves the right to immediately suspend or terminate the Service, without prior notice, if it detects Unauthorized Use or use beyond the agreed purpose. In such cases, MTC may also disconnect and recover its equipment and facilities without liability. Furthermore, MTC may claim either (a) monetary compensation for revenue loss or (b) liquidated damages of One Million Pesos (₱1,000,000.00), whichever is higher.
- In addition to disconnection, the Customer shall remain liable for pre-termination charges as set forth in Section 9.a.

11. Force Majeure

- MTC shall not be held liable or deemed in default for any delay or failure in the performance of its obligations under this Contract if such delay or failure results from circumstances beyond its reasonable control, including but not limited to: natural calamities (typhoon, earthquake, flood, tsunami, lightning, landslide), fire, epidemic or pandemic, international cable faults, government regulations, national emergencies, war, riots, strikes, lock-outs, industrial disputes, or accidents.
- In the event of Service disruption due to Force Majeure, MTC will make reasonable efforts to restore the Service as soon as practicable, subject to available resources.

12. Indemnification

The Customer agrees to indemnify and hold MTC, its directors, officers, and employees harmless against all liabilities, costs, and expenses (including reasonable attorney's fees) arising from:

- a. Violation of laws, regulations, or these Terms by the Customer;
- b. Use of the Service, including transmission of messages, software, or data by the Customer;
- c. Negligent acts, errors, or omissions by the Customer or its representatives;
- d. Personal injury, death, or property damage connected to this Agreement, except where caused by MTC's negligence or willful misconduct;
- e. Claims of intellectual property infringement arising from the Customer's use of the Service, software, or internet.

13. Limitation of Liability

Under no circumstances shall MTC be liable for any indirect, incidental, special, or consequential damages, including but not limited to: loss of revenue, loss of business opportunity, business interruption, or loss of data, even if MTC has been advised of the possibility of such damages.

14. Acceptable Use Policy

The Customer shall use the Service in accordance with all applicable laws, regulations, and policies and shall avoid any activity that disrupts MTC's network, adversely affects other customers, or goes against public morals and customs.

15. Violation of Acceptable Use Policy

- MTC will take appropriate action if it detects any violation of the Acceptable Use Policy. Such actions may include:
 - Issuing a notice to the Customer;
 - Temporary or permanent removal of content;
 - Suspension or termination of the Service.
- MTC reserves the right to monitor usage and bandwidth, investigate suspected violations, and cooperate with law enforcement or other service providers as necessary.
- Upon termination of an account, MTC may delete any associated files, programs, data, or messages without liability.

16. Representations and Warranties

Each Party represents and warrants that:

- a. It is duly organized and existing under the laws of the Republic of the Philippines and has the authority to execute this Contract;
- b. This Contract is valid, legal, and binding;
- c. There are no pending legal actions that may affect its ability to comply with this Contract;
- d. The execution of this Contract is duly authorized and does not violate any prior agreement.

17. Non-Waiver

Failure by either Party to enforce any provision of this Contract shall not be deemed a waiver of its right to enforce the same or any other provision in the future.

18. Governing Law, Venue, and Attorney's Fees

- This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- In case of disputes, both Parties shall first endeavor to settle amicably within thirty (30) days. If unresolved, the dispute shall be brought exclusively before the courts of Makati City, Metro Manila.
- If judicial action is necessary, the losing party shall pay, in addition to damages, an amount equivalent to 25% of the claim but not less than ₱50,000.00 as attorney's fees, plus costs of litigation.

Authorized Signatory's*
Signature over Printed Name

Date Signed (MM/DD/YYYY)*

DATA PRIVACY POLICY

Whenever applicable, in performing its obligations under this Document, MTC Inc., as a third-party data processor, shall at all times comply with the provisions of Republic Act No. 10173 or the “Data Privacy Act of 2012”, its Implementing Rules and Regulations, and all other relevant laws and government issuances relating to data privacy and the protection of personal information.

MTC Inc., its officers, employees, and representatives undertake to:

a. Process personal data strictly in accordance with the instructions stated in this Document, as agreed upon by the Customer and MTC Inc., including transfers of personal data to another country or international organization, unless such transfer is authorized by law.

b. Implement the required measures and systems that will enable data subjects or subscribers to reasonably exercise their rights under the Data Privacy Act of 2012.

c. Maintain proper records, and provide the Customer with necessary access to such records, to the extent required to allow compliance with the reasonable exercise by data subjects or subscribers of their right to access under the Data Privacy Act of 2012.

d. Determine the appropriate level of security measures, taking into account the nature of the personal information to be protected, the risks involved in processing, the size of the organization and complexity of its operations, current data privacy best practices, and the cost of implementation.

e. Implement required security measures for data protection, including policies for evaluation, monitoring, and review of operations and security risks. These measures shall maintain the availability, integrity, and confidentiality of personal data, and prevent negligent, unlawful, or fraudulent processing, access, disclosure, alteration, loss, or destruction.

f. Adopt reasonable and appropriate organizational, physical, and technical measures to protect personal information against accidental or unlawful destruction, alteration, disclosure, and other unlawful processing, or for such other purposes as may be required under the Data Privacy Act of 2012 or any other applicable law or regulation.

g. Implement safeguards to protect personal information against natural risks such as accidental loss or destruction, and human risks such as unlawful access, fraudulent misuse, alteration, and contamination.

h. Ensure, to the extent necessary and reasonable, that its employees, agents, and representatives involved in processing personal information maintain strict confidentiality.

i. Not engage another processor without prior instruction from the Customer; provided that any such arrangement shall ensure that the same obligations for data protection under this Document are implemented, taking into account the nature of the processing.

j. Notify the Customer, within a reasonable period, to enable notification to the National Privacy Commission and affected data subjects/subscribers within the timeframe prescribed by law, when sensitive personal information that may enable identity fraud is reasonably believed to have been acquired by an unauthorized person, and where MTC Inc., the Customer, or the National Privacy Commission believes that such acquisition may likely cause serious harm.

k. Promptly notify the Customer if, in its opinion, any instruction of the Customer violates, or may be construed to violate, the Data Privacy Act of 2012 or any other issuance of the National Privacy Commission.

l. Reasonably assist the Customer in ensuring compliance with the Data Privacy Act of 2012, its Implementing Rules and Regulations, other relevant laws, and issuances of the National Privacy Commission, taking into account the nature of processing and the information available to MTC Inc.

m. At the choice of the Customer, delete or return all personal data after the end of the provision of services relating to the processing; provided that this includes deletion of existing copies unless storage is authorized by the Data Privacy Act of 2012 or another applicable law.

n. Make available to the Customer the information necessary to reasonably demonstrate compliance with the obligations under the Data Privacy Act of 2012, and allow for and contribute to audits, including inspections, conducted by the Customer or an agreed auditor, to the extent necessary for compliance.

CUSTOMER CONFORME

SUBSCRIBER DECLARATION:

I/ We agree to subscribe to MTC’s Business Internet Services and to be bound by MTC’s Terms and Conditions as stated above.

Company Name:*

Authorized Signatory:*

Witness/ Sales Rep:*

Authorized Signatory’s Signature *

Designation *

Date Signed (MM/DD/YYYY) *