



SERVICE APPLICATION FORM

☐ PREPAID ☐ POSTPAID

SUBSCRIBER INFORMATION

Full Name *Required* ☐ Mr. ☐ Mrs.

Mobile No.: *Required*

Household monthly income: *Required*

Landline No.: *Required*

Email: *Required*

Note: Your monthly statement of account shall be sent to your registered email.

Birthdate: *Required* Month Day Year **Occupation:** *Required*

Subscriber type: **Company Information (to be filled up only if subscriber type is business)**

☐ RESIDENTIAL

☐ BUSINESS

Business Name:

Tax Identification Number:

Nature of Business:

Installation Address:

House/unit No. Floor Bldg. Name

Street Name Barangay/Village/Subd.

Municipality/City Province Zip Code Latitude Longitude

Mailing Address: ☐ Same as Installation Address

House/unit No. Floor Bldg. Name

Street Name Barangay/Village/Subd.

Municipality/City Province Zip Code

POSTPAID SUBSCRIPTION

PLAN OPTIONS:

☐ **Starter Plan**
2 Mbps Max DL, 0.5 Mbps Max UL
Unli Data
Monthly Service Fee P 6,500

☐ **Standard Plan**
8 Mbps Max DL, 1 Mbps Max UL
Unli Data
Monthly Service Fee P 19,500

☐ **Basic Plan**
5 Mbps Max DL, 1 Mbps Max UL
Unli Data
Monthly Service Fee P 14,500

☐ **Ultra Plan**
10 Mbps Max DL, 1 Mbps Max UL
Unli Data
Monthly Service Fee P 23,500

☐ **OTHERS**

*Postpaid Plans have a contract lock-in period of twelve (12) months

PREPAID SUBSCRIPTION

☐ INDIVIDUAL / BUSINESS

☐ HOTSPOT OPERATOR

INITIAL PREPAID PACKAGE:

☐ **10 GB Pack**
Price: P 3,300

☐ **30 GB Pack**
Price: P 9,400

☐ **70 GB Pack**
Price: P 21,400

☐ **20 GB Pack**
Price: P 6,400

☐ **50 GB Pack**
Price: P 15,400

☐ **OTHERS**

PAYMENT SCHEME

CIGNAL CONNECT KIT	PHP
INITIAL PACKAGE for Prepaid Subscription (Optional)	PHP
TOTAL	PHP

**Subscriber shall pay for the Cignal Connect kit through Cignal's account.
Below are the payment details for check issuance or bank transfer:**

Bank Name: BANCO DE ORO

Bank Account Name: CIGNAL TV INC.

Bank Address: G/F Picadilly Star Corporate Center, 4th ave. cor 27th st. Bonifacio Global City,
Taguig City

Account Number: 00685-00200-04

Payment Currency: PHP

Swift Code: BNORPHMM

*The subscriber must pay the installer upfront for the installation fee.

BILLING (FOR POSTPAID SUBSCRIBERS ONLY)

YOU WILL AUTOMATICALLY RECEIVE YOUR STATEMENT OF ACCOUNT VIA EMAIL

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.

Would you like to receive a hard copy of your statement of account? _____

UNDERSTANDING OF THE SERVICE

- ☐ I understand that Signal Connect is a shared service and speeds are not guaranteed.
- ☐ I understand that speeds indicated are maximum speeds.
- ☐ I understand that overall experience is dependent on number of concurrent users, device, website content, and other factors.
- ☐ I understand that the service is not recommended for video streaming and applications that require low latency.

✓

Signature over Printed Name and Date

CONFORME

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 Service Application Form ("Agreement") attached to this form and on the website (www.signal.tv/connect). 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 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: Pre -Termination Fee = Plan MSF x Remaining Months or P6,000 whichever is higher.

I acknowledge and agree that I have received, read, understood, and agree to be bound by all of the conditions set forth in the Service 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

TO BE FILLED UP BY SIGNAL BUSINESS PARTNER ONLY

Installer's Name: _____ Contact Number: _____

Date of Installation: _____

Broadband Modem Serial No.: _____

TP / Dealer Certification

I have checked and verified that submitted application form and supporting documents to be in accordance with Signal 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

SATELLITE BROADCAST SERVICES AGREEMENT

5.7.3 Such repair or replacement may involve the swapping of Equipment via a return-to-base (RTB) policy. This involves the delivery to the Subscriber of replacement Equipment which will only be sent to the Subscriber or left with the Subscriber by CIGNAL (or a third party agent) if the matching piece of potentially defective Equipment is returned and received by CIGNAL first. It is the Subscriber's obligation to pay the postage to return the item (if applicable), if the returned potentially defective item is tested by CIGNAL and found not to be faulty, it will be returned to the Subscriber. If the Subscriber cannot produce the potentially defective Equipment on request, the Subscriber accepts that CIGNAL has no obligation to provide the Subscriber with the replacement Equipment and that any such action will be at CIGNAL's sole discretion and may incur additional Fees including delivery and administration Fees.

5.8.CIGNAL shall provide Subscriber with the Equipment on the condition that Subscriber complies with its obligations under the Service Agreement and this terms and conditions. If Subscriber fails to comply with the terms herein, or if CIGNAL reasonably suspects that Subscriber has failed to comply, CIGNAL shall have the right to terminate Subscriber's subscription.

6.INSTALLATION AND ACCEPTANCE

6.1.CIGNAL will provide installation at part of the Services and arrange a convenient time with Subscriber for the installation of the Equipment. In some instances, the installation may require additional materials over and above those laid out in the equipment Section 5.1. These will not be subject to any subsidy and may carry additional costs. These costs to be confirmed by the Installer during the installation process. CIGNAL will also give the Subscriber a site-specific installation quotation in the event that additional travelling times and expenses are likely to be incurred or a non-standard installation is required. If this quotation is not acceptable to the Subscriber and both Parties are unable to reach Agreement, either Party may cancel the Order within fourteen days from the preparation and circulation of this quotation.

6.2.CIGNAL has agreed with the Subscriber in writing that a site survey may be required, the Subscriber will be responsible for the cost, which shall be additional to any other Fees to be paid by CIGNAL for the Services. 6.3.The CIGNAL Installer is responsible for taking suitable care when installing the Equipment. If the Subscriber becomes aware of any potential problems with the Subscriber's installation, the Subscriber should notify CIGNAL's Installer during the installation if reasonably practicable.

6.4.The CIGNAL Installer(s) will have to work both internally and externally at the Subscriber premises for which they will require suitable access. Therefore, the Subscriber agrees to, at the Subscriber's own expense and in advance of installation:

6.4.1.Obtain all necessary consents including landlady, occupier and other buildings consents for both access and installation of the Equipment and for on-going access to the premises for the duration of the Services.
6.4.2.Provide full, safe and access to relevant premises, and a suitable environment for the Equipment including all necessary cable ducts and electricity supply.

6.5.A standard installation includes the provision of one network connection up to 1m (using a CAT5 patch cord) from the location of the Indoor VSAT modem. CIGNAL can provide a written quotation for additional network requirements upon request.

6.6.CIGNAL liability to the Subscriber for any damages or losses whatsoever suffered by the Subscriber as a result of delayed, cancelled or incomplete installation will not exceed the value of the Installation fee that the Subscriber has agreed to pay. Subscriber accepts that the Subscriber will be responsible for any damages or losses that remain the Subscriber's responsibility under the Service Agreement after on the basis of late or incomplete delivery provided that CIGNAL has provided the Subscriber with alternative dates to complete the installation.

6.7.As long as CIGNAL has notified the Subscriber in advance of the agreed installation date, if the Subscriber is not at the agreed place of installation on the agreed date and time when CIGNAL either seeks to deliver the equipment or carry-out the installation, CIGNAL reserves the right to charge the Subscriber an additional Installation fee for the time and cost of the Equipment being delivered. This fee shall be payable in the event of insufficient time available on the Subscriber's initial installation date to complete the installation due to the Subscriber's absence or late arrival on site. Any such Fees will be notified by CIGNAL to the Subscriber in writing and will be, in its sole option, such additional sums as CIGNAL consider being reasonable in the circumstances.

6.8.In certain circumstances, the CIGNAL's Installer will, where necessary, recommend that electrical grounding be undertaken. When the Subscriber has agreed to undertake such work, the Subscriber shall be responsible for obtaining applicable laws and regulations. Failure to install effective grounding will, in some locations, constitute a breach of local building regulations. It will remain the Subscriber's responsibility to ensure such work is completed in accordance with all applicable laws and regulations, certified electrical contractors, including but not limited to, CIGNAL Installer will provide a cabling lead for grounding but may not be a certified electrician and therefore will be unable to complete the grounding work. Where the installer cannot complete the grounding work it is the Subscriber's responsibility to ensure that a certified electrician completes the grounding work.

6.9.Upon completion of the installation, Subscriber shall be entitled to evaluate the Equipment/ VSAT Equipment to determine if it operates in accordance with the acceptance Criteria stated in the Service Agreement.

Subscriber shall have three (3) days within which to test the Equipment/ VSAT Equipment and notify CIGNAL within the same time period there be any defects on the Equipment/ VSAT Equipment. CIGNAL shall have thirty (30) days or such longer period as the Parties may agree upon within which to correct any reported defects. Notwithstanding anything to the foregoing, continued use by Subscriber of the Equipment/ VSAT Equipment after the aforementioned 3-day period shall constitute as acceptance.

7.PAYMENT FOR THE EQUIPMENT AND SERVICE

7.1.The following shall apply to Postpaid Subscriptions only:

7.1.1.The Uplift Fees and Recurrent Fees for the Services are those set out in Service Agreement. CIGNAL will invoice for the Uplift Fees upon Subscriber's approval of the service to which such Uplift Fees relate, and monthly to advance for the Recurrent Fees. Subscriber will be liable to CIGNAL from the day on which CIGNAL first make the Services available to the Subscriber unless CIGNAL notifies the Subscriber otherwise.

7.1.2 Any additional Fees will be reflected in the subsequent billing following the month in which they are incurred. These include any fees for change of services (Section 5.2 and 5.3) as well as any Service Fees, incurred or activated during the applicable billing period.

7.1.3.CIGNAL shall send to Subscriber a Statement of Account ("SOA") for billings of Monthly Service Fees, fees for other services and other charges, at regular intervals and taking into consideration the Subscriber's 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. Subscriber must pay all the Fees which are due, together with any Value Added Tax, and any other amounts payable to CIGNAL and/or to third parties, which apply in relation to the Equipment or Services chargeable under the Service Agreement. The timely payment for Equipment, the Services and any other such Fees arising partly as a result of the Service Agreement shall be considered to be of the essence.

7.1.4.Subscriber shall pay the Fees, other charges and any balance on or before the due date indicated in the SOA. Notwithstanding the delivery or late delivery of any of the Services, the responsibility of Subscriber to require from CIGNAL the amount of his outstanding balance through CIGNAL's various customer touchpoints and effect immediate payment, without need of further demand, on or before the due date.

7.1.5.Payment may be made in full by direct debited payment centers and channels that CIGNAL may publish from time to time. CIGNAL shall not be held liable for any payments made to parties other than these authorized payment centers or channels.

7.1.6.Subscriber must pay the Subscriber bill in full by the due date without any deduction of any sort or any counterclaim. Subscriber agrees that the Subscriber is liable for any Fees incurred on the Subscriber account irrespective of whether those Fees were incurred by the Subscriber or anybody else using the Equipment and the Satellite Broadcast Services with or without the Subscriber consent. CIGNAL may vary its Fees from time to time and CIGNAL may also alter the Subscriber billing date or billing frequency/period. All Equipment remains CIGNAL property until paid in full.

7.1.7.Non-payment. CIGNAL shall have the right to temporarily disconnect (or permanently disconnect for persistent payment failures) the Service if the Subscriber fails to pay in full his account within five (5) days after its due date. Such disconnection shall be without prejudice to any action available to CIGNAL under this Service Agreement, under the law or in equity in order to recover all amounts payable to CIGNAL and/or to third parties, suffered by CIGNAL as a result of or in connection with Subscriber's non-payment. If CIGNAL agrees to re-connect the Subscriber's Services, there will be a reconnection charge that the Subscriber is required to pay before the Subscriber's Services are restored. Restoration of the Services shall take up to (3) three Working Days from the day that CIGNAL receives full payment of any outstanding Fees.

7.1.8.Past due account shall earn interest at a rate of 1.5% per month (a fraction thereof considered as a full month), compounded monthly, until full payment is made.

7.1.9.In addition to any interest charges and other remedies provided for under the Service Agreement (i.e. disconnection and suspension of the Satellite Broadcast Services), if the Subscriber defaults on more than two payments of the Fees in any rolling 12-month period or fails to settle any outstanding amount within 60 days, CIGNAL has the right to require the Subscriber to pay for the Fees quarterly in advance without entitlement to any prevailing discounts.

7.1.10.Save as expressly stated in the Service Agreement, the Subscriber shall not be entitled to suspend the payments under the Service Agreement, as a result of faults, performance and/or defects of the Equipment or quality of the Satellite Broadcast Service.

7.2.The following shall apply to Prepaid subscriptions only:

7.2.1.Payment prior to availing of the Satellite Broadcast Service. Subscriber shall purchase the Equipment from CIGNAL, according to the rates and packages as may be published by CIGNAL, from time to time. The full purchase of the Equipment is a necessary condition for Subscriber to avail of the Satellite Broadcast Service on a prepaid basis.

7.2.2.Having purchased the Equipment from CIGNAL, Subscriber may avail of the Services by purchasing prepaid data packs and paying for the corresponding Fees, at rates and packages as may be published by CIGNAL from time to time.

7.2.3.Prepaid packages may be purchased at fully accredited payment centers and channels that CIGNAL may publish from time to time. CIGNAL shall not be held liable for any payments made to parties other than these authorized payment centers or channels.

7.2.3.1 For both Postpaid and Prepaid subscriptions:

7.2.3.1.1 With the availability of any new service or changes to existing Satellite Broadcast Services, CIGNAL will notify the Subscriber the Fees for such services shall be charged for these Services prior to accepting any order from the Subscriber to implement any change of Service levels.

7.2.3.2.CIGNAL reserves the right at all times to vary the Fees, or prepaid packages, as the case may be, for the Satellite Broadcast Services including the Published Prices, the Equipment and the installation. CIGNAL will make reasonable efforts to give the Subscriber written notice before any such change to the Fees occurs. If the Fees are increasing, CIGNAL will give the Subscriber at least 30 days' notice.

8.ACCEPTABLE USE POLICY

8.1.If the Satellite Broadcast Services are used in a way which would consider inappropriate, including unreasonable data volume consumption, CIGNAL will take action as deemed necessary, which may include, but is not limited to, suspending or terminating the Subscriber's access to the Satellite Broadcast Services and/or taking action in connection with, or resulting in, the violation of the Acceptable Use Policy, without incurring any liability for damages, or as may otherwise be ordered or directed by government agencies or the courts pursuant to applicable laws, rules, or regulations. Inappropriate use generally means any activity that is contrary to morals and public policy and which violates any ordinance, law, decree, order, regulation or treaty, or which disrupts or impairs or threatens the normal use or enjoyment of other Subscribers of the Satellite Broadcast Service.

8.2.CIGNAL's Satellite Broadcast Services is delivered subject to equitable share of network resources among its customers. Upon reaching the optimum volume allocation for single user, the Subscriber shall maintain access to the Satellite Broadcast Services albeit at a lower speed.

9.UPGRADING AND DOWNGRADING PACKAGES (POSTPAID SUBSCRIPTIONS ONLY)

9.1.When availing of the Satellite Broadcast Services, Subscriber will have selected a subscription package providing for a certain monthly data transfer limit. This section details how Subscriber may change the package when the original package becomes unusable.

9.2.Subscriber can increase its monthly data transfer limit either after the Minimum Subscription Period or before the Minimum Subscription Period.

9.3.Subscriber may downgrade its plan or decrease its monthly data transfer limit within the Minimum Subscription Period. Only one (1) change of service shall permitted in any one calendar month.

9.4.Subscriber may upgrade its service shall permitted in any one calendar month. The new Package will be implemented within the soonest time possible and no more than twenty-four (24) hours from the time of the request. Only one (1) change of service shall permitted in any one calendar month. The new Package will be implemented within the soonest time possible and no more than twenty-four (24) hours from the time of the request. Only one (1) change of service shall permitted in any one calendar month.

9.4. Upgrading or downgrading the subscription package, and resetting the monthly data transfer allowance have no impact on the Minimum Subscription Period.

10.SUSPENDING OR DISCONNECTING THE SERVICES

10.1.CIGNAL may at any time:

10.1.1.Temporary or permanently suspend the Satellite Broadcast Services for repair, maintenance or improvement of any of its systems wherever located, or temporarily provide replacement services or Equipment of a similar functionality to the previously supplied; or

10.1.2.Give Subscriber instructions on how to use or vary the Satellite Broadcast Services (which the Subscriber agrees to comply with) where CIGNAL reasonably considers such instructions are provided to the Subscriber for the purpose of the repair, maintenance, or the maintenance of service quality.

10.2.Before doing either of these things CIGNAL will endeavor to give the Subscriber as much notice as is reasonably practicable and CIGNAL will also endeavor to give the Subscriber as much notice as the Satellite Broadcast Services as soon as reasonably practicable after any temporary suspension.

10.3.CIGNAL may suspend the Satellite Broadcast Services without warning:

10.3.1 In an emergency;

10.3.2 When CIGNAL is required to by any third party whose systems CIGNAL uses to provide the Satellite Broadcast Services;

10.3.3 When CIGNAL is required to by the police or security services or other party who may have legal authority to make such a request;

10.3.4 If Subscriber is not a Subscriber employee/authorized users, or anyone the Subscriber or the Subscriber employee/users allow to use the Satellite Broadcast Services, does not keep to the conditions of the Service Agreement;

10.3.5 If the Subscriber to the Subscriber employee/users, or anyone the Subscriber or the Subscriber employee/users allow to use the Services damages the Equipment supplied by CIGNAL including the hardware or software which is necessary to operate the Satellite Broadcast Services or part of it.

10.3.6 Subscriber physically or verbally threaten or abuse any CIGNAL staff or

10.3.7 If the Subscriber fails to pay the CIGNAL bill Fees due to CIGNAL by the due date.

10.4.CIGNAL reserves the right to charge the Subscriber a re-connection fee where the Subscriber or the Subscriber's employee/authorized users themselves or through a third party, have caused or contributed to the suspension of the Satellite Broadcast Services.

11.ENDING THE AGREEMENT

11.1 For Postpaid Subscriptions:

11.2.CIGNAL may, at any time, terminate the Service Agreement, either Party can cancel the Service Agreement immediately upon the lapse of the Minimum Subscription Period, in accordance with terms set out in the Service Agreement.

11.3.CIGNAL may also and the Service Agreement if the Satellite Provider is unable or unwilling to make such Services available to CIGNAL, provided that CIGNAL gives the Subscriber 30 days written notice.

11.3.1 After the termination of the Service Agreement, the Subscriber must pay any Fees that are due to the end of the month following the month in which CIGNAL received the Subscriber written request for termination.

11.3.1.1 After the termination of the Service Agreement, the Subscriber will be disconnected and the Subscriber will no longer be able to use the Satellite Broadcast Service.

11.3.2 For Prepaid Subscriptions:

11.4.CIGNAL may, at any time, terminate the Service Agreement if the Satellite Provider is unable or unwilling to make such Services available to CIGNAL, provided that CIGNAL gives the Subscriber 30 days written notice.

11.4.1 After the termination of the Service Agreement, the Subscriber will be disconnected and the Subscriber will no longer be able to use the Satellite Broadcast Services.

12.INFORMATION, PASSWORDS AND DATA PROTECTION

12.1 After the Subscriber has availed of the Satellite Broadcast Services from CIGNAL, in order to access the Subscriber's account and Services, CIGNAL may provide the Subscriber with a password (User ID) and/or a unique password. Subscribers are responsible for the security and proper use of all User IDs and passwords and must keep them confidential and not disclose them to any third party without first obtaining written authorization from CIGNAL.

12.2.Subscriber must inform CIGNAL immediately if :-

12.2.1 Subscriber suspects that any password in relation to the Satellite Broadcast Services has or may have become known to someone who is not authorized to use it and/or

12.2.2 Subscriber loses or suspects that the Subscriber may have lost any security check as may be reasonably required by CIGNAL. CIGNAL will issue the Subscriber with a new password.

12.3.If CIGNAL reasonably suspect that there has been or is likely to be a breach of security or a misuse of the Subscriber's account and Services, CIGNAL may change the Subscriber password and CIGNAL will notify the Subscriber accordingly.

12.4.Subscriber is required to promptly and accurately give CIGNAL all the information that CIGNAL reasonably requests so that CIGNAL can comply with its obligations under the Service Agreement.

12.5.Subscriber must inform CIGNAL immediately of any change to any particulars the Subscriber has provided to CIGNAL, including changes to the Equipment. CIGNAL shall not be liable for any expense the Subscriber incur or savings the Subscriber fail to make as a result of the Subscriber's failure to notify CIGNAL in a timely manner of any such changes.

12.6.CIGNAL will only disclose the Subscriber account with the Subscriber or with an authorized user that the Subscriber has notified CIGNAL, by email or in writing.

12.7.CIGNAL may record or monitor telephone calls to help CIGNAL to improve its services.

12.8.Subscriber acknowledges that CIGNAL may cooperate with any court, tribunal, regulatory body, police authority or other competent authority in any investigations or proceedings concerning the Subscriber or the Subscriber use of the Services. This may include disclosing communications transmitted via the Satellite in any Broadcast Services or other particulars regarding the Subscriber use of the Satellite Broadcast Services to such authorities.

12.9.CIGNAL may use credit reference agencies to help CIGNAL make credit decisions or for protection against fraud. Subscriber agrees that CIGNAL may register information about the Subscriber and the conduct of the Subscriber's account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, CIGNAL may disclose information about the Subscriber and the conduct of the Subscriber's account to credit reference agencies, security agencies or financial institutions.

12.10.CIGNAL will provide relevant information in the event that CIGNAL seeks or transfers its business, to ensure that CIGNAL's customers and other parties are not disadvantaged.

12.11.1, in connection with any of the Services, CIGNAL act as a "personal information processor" of any information the Subscriber gives CIGNAL and the Subscriber act as a "personal information controller" (as such terms are defined in the Data Protection Act 1998), with relation to that information:

12.11.1 Act on the Subscriber instructions only; and

12.11.2 comply with obligations equivalent to those imposed on a personal information controller under the Data Privacy Act 2012 relating to security or applicable equivalent legislation.

13.INTELLECTUAL PROPERTY RIGHTS

13.1.CIGNAL hereby grants to the Subscriber a non-exclusive license to use the Software in executable form only. The license granted to the Subscriber under the Service Agreement is personal to the Subscriber and may not be licensed, transferred, assigned, or otherwise disposed of or used for any other purpose other than the use for which it was granted in the Subscriber being in breach of the Service Agreement, or the Subscriber attempts to transfer, assign or otherwise dispose of the Subscriber license to use the Software, the license will be terminated immediately without the need to give notice to the Subscriber.

13.2.The Software is protected by copyright law. Subscriber may not copy the Software, except to make a single copy for backup or archival purposes. Any such copies shall be subject to the Service Agreement. Subscriber may not lend, rent, lease or otherwise transfer the Software. Subscriber agrees not to attempt to reverse engineer, decipher, decompile or disassemble the Software or otherwise reduce to its human readable form or otherwise alter the Software, except to the extent that applicable laws specifically require such restriction. Subscriber may not modify the Software or create derivative works of the Software.

13.3.The Satellite Broadcast Services may comprise software, services, technical information, training materials or other data that are subject to the country of origin copyright laws and/or to the laws or regulations of that country. Subscriber may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations.

14.MAINTENANCE SERVICES

14.1.Unless CIGNAL has expressly agreed with the Subscriber in writing, only CIGNAL staff or authorized agents may provide maintenance and repair services for the Satellite Broadcast Services and the Equipment.

SATELLITE BROADBAND SERVICES AGREEMENT

14.2.In the event of a fault in the Satellite Broadband Services or Equipment, the Subscriber must call or email the CIGNAL support service. CIGNAL will provide contact details for this at installation time. The CIGNAL support center may request further information in order to diagnose the problem. This may involve inspecting the Equipment, and connecting a laptop to the Equipment, following the instructions of the CIGNAL support center to obtain diagnostic information.

14.3.If the CIGNAL support center determines that the Equipment is non-functioning, an engineer will be dispatched to Subscriber's premises to attempt to rectify the fault. If Equipment needs to be returned to the manufacturer for repair, subject to operational constraints, CIGNAL may provide temporary Equipment which will be replaced when the original Equipment is again operational.

14.4.If the CIGNAL support center determines that the Equipment is functioning, but is not providing the expected performance, the fault report will be monitored for a suitable period to eliminate transient environmental effects such as weather and solar events as the underlying cause. If the fault resolves itself, the fault report will be closed, and the Subscriber will need to report any recurrence of the problem. The CIGNAL support center will determine the appropriate action in such circumstances, which at its discretion may involve the dispatch of an engineer to the Subscriber's premises.

14.5.If the CIGNAL support center determines the Equipment is functioning and performing as expected, the fault report will be closed. Subscriber may request the visit of an engineer to the Subscriber's premises at any time to attempt to investigate and/or resolve a reported issue. Applicable fees apply 14.6.Additional fees may apply where any problem with the Satellite Broadband Services or the Equipment has been caused by misuse or abuse of the Equipment by the Subscriber or someone acting on the Subscriber behalf or within the Subscriber's control even if such events occurred in the attempted repair, removal or reconfiguration of the Equipment or Satellite Broadband Services. This will include any fees that CIGNAL reasonably and directly incurs as a result of actions that CIGNAL is reasonably required to take arising from the impact on CIGNAL's Services caused by viruses, malicious software or other malware introduced via any part of the Subscriber's Equipment.

15.LIABILITY

15.1.CIGNAL is legally responsible to the Subscriber only as set out in the Service Agreement.

15.2.CIGNAL is not liable to the Subscriber in any way for any indirect, consequential, incidental losses or damages or any loss of profits, revenue, expenses, goodwill, anticipated savings however they may be caused and even if they were and are foreseen by the Subscriber and notified to CIGNAL in any manner.

15.3.CIGNAL is not liable to the Subscriber in respect of any products or services the Subscriber orders from other companies using the Satellite Broadband Services.

15.4.CIGNAL is not liable for any loss as a result of the suspension, disconnection or unavailability of the Satellite Broadband Services, which occur in accordance with the terms of the Service Agreement.

15.5.Subscriber must notify CIGNAL in writing about any potential claim as soon as the Subscriber becomes aware of any incident from which such potential claim arises within 14 days of the occurrence of such incident. If the Subscriber makes CIGNAL aware of a claim outside of this timeframe, it is CIGNAL's sole discretion as to whether CIGNAL recognizes and deals with any such claim. 15.6.Limitation of Liability. CIGNAL shall not assume any liability for any suits, actions and/or claims arising from any interruptions or impairment of Satellite Broadband Service and damage to property including but not limited to Subscriber Equipment, house of Subscriber or third persons and injury to third persons or pets that may be caused by lightning, typhoon, earthquake, other natural calamities, electric current fluctuations, accident, force majeure, fortuitous events, or circumstances beyond the control of CIGNAL, works made by unauthorized technicians, and acts attributable to Subscriber, in the course of the delivery of the Satellite Broadband Services to Subscriber. Notwithstanding anything contained herein to the contrary, any liability of CIGNAL in connection with or arising from this Service Agreement shall, unless a different limit is provided for under the Service Agreement, be limited to an amount equivalent to one month's subscription fee under this Service Agreement. CIGNAL shall not be liable for any special, indirect, incidental or consequential damages arising out of or relating to the Equipment or any other equipment. CIGNAL'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.

15.7.Subscriber is responsible for imposing unto himself, members of his family and household and guests any restrictions on the use of the Satellite Broadband Services as Subscriber deems appropriate. CIGNAL shall not be liable to anyone due to, or based upon, any information accessed using the Services or Equipment furnished to Subscriber.

15.8.This section will apply even after the Service Agreement has ended.

16.GENERAL

16.1.CIGNAL may amend, modify or substitute any of the terms and conditions in the Satellite Broadband Service Agreement if new laws or rules make it necessary for or any other good reason. In the event of any material changes, CIGNAL will endeavor to provide the Subscriber with 30 days' notice in writing in advance of doing so. If the Subscriber does not object to the modification, it shall be deemed to have agreed to the CIGNAL within 30 days of CIGNAL having been notified to the Subscriber, the new Terms and Conditions in their entirety shall then be deemed to supersede any and all preceding agreements between the Parties.

16.2.Notices. Subscriber may give notice or submit complaints to CIGNAL by delivering or posting such notice to CIGNAL's offices at SF Launchpad Bldg., Sheridan cor. Reliance Sts., Mandaluyong City, Philippines or through any of its published customer touchpoints. CIGNAL may give notice to Subscriber by delivery, post or email, to the addresses and information provided by Subscriber in the Subscriber Application Form or Service Agreement or through publication in a newspaper of general circulation. Either party may amend their details at any time provided advance written notice is given to the other.

16.3.Governing law and Venue of Actions. This Service Agreement shall be governed by and construed in accordance with the laws of the Philippines. The Parties agree that the venue of all actions arising from the Service Agreement shall be the proper courts of Mandaluyong City, Metro Manila, to the exclusion of all other venues. In addition to any amounts due and collectible, Subscriber shall pay twenty-five percent (25%) of such amount as damages and twenty-five percent (25%) for attorney's and cost of suit.

PRIVACY NOTICE AND DATA PRIVACY CONSENT FORM

Cignal TV, Inc. ("Cignal TV") respects your fundamental right to privacy and we commit to take great care in safeguarding your personal data. Throughout your use of our services, we collect and maintain some basic information about you. In accordance with applicable privacy laws, we share with you the general principles that govern how we collect, use, and share your personal data, as well as our privacy practices.

Why we collect your personal data

When we process your personal data, we do so under the following legal bases and for the purposes set out below:

A. We process your personal data to perform our obligations under contract with you.

To create and nurture a relationship with you, so that we can continuously provide you with our services. For example, when you apply for our products and services, we collect personal data about you that will allow us to validate your identity and credit history for purposes of billing and collection of fees for the products and services that you avail from us.

B. We process your personal data based on our legitimate interest to function effectively as a business, but we only do so when your interests and fundamental rights or freedoms do not override our legitimate interest.

To continuously improve our business and operations. For example, we analyze your use of our products and services to help us manage your account, provide customer care activities, investigate and resolve your service-related requests and concerns, monitor the quality and security of our technology, train our staff, and plan for 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.

To continuously improve our products and services. We collect, use, process, and analyze your use of 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 your historical locational information which we determine based on an analysis of the places where you may have used our products and services. In all cases, we ensure to aggregate and anonymize this information so that you are never identified as an individual.

To understand your needs and preferences so that we can serve you better. We process data to determine your usage profile by maintaining a record of the products and services that you avail from us, and by analyzing other activities such as when you participate in our market research initiatives, when you visit and transact in our stores, and when you visit and use our websites and mobile apps such as www.cignaltv.com. We do so in order to gain a better insight about the kinds of offers that would be relevant to your preferences.

To manage the security of our business operations. We may process your personal data to conduct IT security operations, to manage our assets, to ensure your fair use of our products and services, and for business continuity, disaster recovery, and audit purposes.

C. We process your personal data as you avail of our products and services so that we may be able to create and offer better products and services for you, including through direct marketing.

To send you offers, recommendations and promotions. We process your usage profile to send you customized offers and promotions through your contact details using channels such as SMS, voice calls, and e-mail. This includes location-based offers that are exclusively available in areas that you may frequent.

To elaborate your usage profile. We may also collect personal information about you from third-party sources such as our subsidiaries, affiliates, and business partners, to whom you have also given your consent for them to share your information with us. We create this enhanced usage profile about you solely to get a deeper understanding of your preferences so that we can send you even better targeted product recommendations, special offers, and promotions.

D. We process your personal data to comply with legal requirements.

To assist public authorities. We generate statistical insights based on your usage of our network and facilities to assist public authorities in planning for healthcare, disaster management, and other similar initiatives meant for public benefit. When we can, we aggregate and anonymize this information so that you are never identified as an individual.

To comply with legal requirements. We run credit scoring programs and initiatives, including but not limited to, providing information to the Credit Information Corporation in accordance to Republic Act No. 9501 and the Credit Information System Act. We may also perform other required personal data processing or disclosure to meet other relevant legal and regulatory requirements.

When we disclose your personal data

In some instances, we may be required to disclose your personal data to our agents, subsidiaries, affiliates, business partners and other third-party agencies and service providers as part of our regular business operations and for the provision of our products and services.

This means we might share your information with:

- **Our service providers, contractors, and professional advisers who help us provide our products and services.** This includes partner companies, organizations, or agencies, and their sub-contractors. For example: sales dealers, distributors and installation contractors, our couriers for delivery, our customer contact centers for our pre- and post-sales hotline operations and payment processing partners.
- **Our subsidiaries and affiliates with whom you have also signed-up with.** We do so only for the improvement of each other's legitimate business and operations. For example: we share information with each other about your usage profile so that we can create new offers that bundle our products and services into a single subscription.
- **Other companies to whom you have also given consent for us to share your information with.** For example, when you sign-up for products and services offered by other companies, they may request for information from us in order for them to validate your identity;
- **Law enforcement and government agencies,** but only when required by laws and regulations and other lawful orders and processes.

In these cases, we ensure that your personal data is disclosed on a confidential basis, through secure channels, and only in compliance with applicable privacy laws and regulations. We will never share, rent, or sell your personal data to third parties outside of Cignal TV, except in special circumstances where you may have given your consent for, and as described in this statement.

DATA PRIVACY SPECIFIC CONSENT FORM

There are additional ways that we may process 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 personal profile about you. We analyze data about you, such as the websites and apps that you may visit and use and your locational information (historical and real-time location), to get a deeper understanding of your personal needs and interests. We create this personal profile about you so that we can send you even better targeted product recommendations, special offers, and promotions.

☐ Send you offers and promotions from our sister companies and affiliates. This will allow our sister companies and affiliates to send you information about their special offers and promotions through direct marketing channels such as SMS, voice calls, and e-mail.