

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is entered into by and between the undersigned subsidiary/affiliate of Asian Vision Cable Holdings, Inc. operating under the trade name "**ASIAN VISION**" (the "Company") and the undersigned Subscriber (the "Subscriber") with residence address indicated in the Service Application Form for the supply and delivery of Analog, Digital Cable Television, Broadband, and/or Fiber Internet (each a "Service" and together the "Services"), subject to the terms and conditions of this Agreement. This Agreement shall be in full force and effect from and after the actual date of approval of the application for the Service(s).

I. GENERAL TERMS AND CONDITIONS

1. SERVICE APPLICATION AND PERSONAL INFORMATION

- 1.1 The Service commencement shall be on the date specified in the service form.
- 1.2 Subscriber affirms that the information provided in the Service Application Form and the supporting documents submitted in connection with the application therewith are true, authentic and correct. Any incorrect information provided by Subscriber shall result in the delay or denial of the application, delay in the installation and provisioning of the Service or, if already approved, in the suspension or termination of the Service, without prejudice to any other action which the Company may pursue in accordance with law and equity.
- 1.3 Subscriber hereby authorizes the Company to verify such information from whatever source, and authorizes the holder, controller and processor of such information, as the same is defined in Republic Act No. 10173 (otherwise known as the "Data Privacy Act of 2012"), including any amendment or modification of the same, to confirm, release, share and verify the existence, truthfulness, and/or accuracy of such information in compliance with Data Privacy Act of 2012, its implementing rules and regulations, issuances of the National Privacy Commission of the Philippines and our Data Privacy Policy.
- 1.4 Approval of the Service Application Form shall be at the sole discretion of the Company. The Company may require submission of additional requirements to facilitate the processing of the application. In the event that the application is disapproved or denied, the Company shall have no obligation to divulge to the applicant the reason for such disapproval or denial.
- 1.5 The Service shall be activated only after approval by the Company of the Subscriber's application and compliance by the Subscriber with all the requirements for service activation.
- 1.6 Subscriber's personal information may be used by the Company for the following purposes: (i) application evaluation, (ii) billing, (iii) account maintenance, (iv) notification from time to time about other or new services; (v) customer support, and (vi) in order to provide Subscriber with requested services, products or information.
- 1.7 Subscriber agrees and consents to the disclosure and the processing/analyzing, either by the Company or by third parties on behalf of the Company, of his/her personal data, including location profiling and interest profiling based on sites visited, for marketing and other purposes. For this purpose, Subscriber acknowledges and agrees that the Company or by third parties on behalf of the Company, may send Subscriber commercial and promotional advertisements, market research surveys, and other broadcast push messages with regard to Value Added Services (VAS) and content.
- 1.8 The Company does not include Subscriber details in any directory or directory-inquiry service. If Subscriber wishes to have Subscriber information included in these services, Subscriber should contact the Company. The Company and/or its affiliates may contact Subscriber via any of the following channels: text, call out, email, USSD, and other communication platforms, such as online or mobile apps.

2. NON-TRANSFERABILITY

The Subscriber shall not transfer this Agreement or any right or interest arising therefrom to any person or entity without the prior written approval of the Company. Pending the approval of such transfer, Subscriber shall remain liable for any and all accrued fees and charges.

3. DEVICES/EQUIPMENT

- 3.1 Subscriber confirms that he has inspected the Device/Equipment and found the same to be in good order and working condition.
- 3.2 Subscriber shall allow the Company's authorized personnel, agents or representatives access to his premises for purposes of installation, maintenance, inspection, quality assurance, technical audit and/or disconnection and to recover any leased devices and/or equipment owned by the Company.
- 3.3 In the event that the new residence or work place is located within the Company's franchise area, the unused lock-in period shall be consumed in the new location provided that the Service is accessible in the area. However, in the absence of available Service/s in the new location, the Company shall temporarily suspend the Service/s to the Subscriber. During such suspension, the obligation of the Subscriber under the Lock-in period shall likewise be temporarily suspended. The temporary suspension shall last only until such Service is fully operational in the Subscriber's new location.
- 3.4 Purchased Devices/Equipment. All Devices/Equipment purchased by the Subscriber from the Company have a twelve (12) months warranty, and all are subject to the Company's warranty policies. **Except as expressly provided herein, the Company makes no warranty, either express or implied, regarding the purchased equipment or any other Equipment or Services furnished to Subscriber. All such warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, are hereby expressly disclaimed and excluded.**

3.5 Leased Devices /Equipment. Leased device/equipment listed in Annex "(Lock-in Agreement)" as an integral part of this Agreement of the Company are subject to the following:

- 3.5.1 Any, device/equipment, cables, connectors and other accessories provided by the Company and installed at the Subscriber premises shall at all times remain the exclusive property of the Company. The Subscriber shall have no right, title or interest over the Company's aforesaid devices/equipment, except to use the same for the delivery of the Services. The Subscriber shall at all times take proper care of said devices/equipment and shall not remove the same from the place of connection by the Company nor directly or indirectly allow the connection, disconnection, movement, and/or alteration of such device/equipment by any person other than duly authorized personnel of the Company and without paying the necessary charges therefore, if any.
- 3.5.2 The Subscriber shall be liable to the Company for any loss or damage to all the leased devices/equipment upon the installation thereof by the Company. The Company expects the Subscriber to take good care and observe proper handling and use of the devices/equipment. The Subscriber understands and acknowledges that he will be held responsible for any defect, misuse or intentional replacement of the issued devices/equipment. The Subscriber is liable for any defects or damage to the devices/equipment resulting from use other than in the normal and customary manner. The Company has the right to impose the necessary penalties arising from the misuse of the devices/equipment.
- 3.5.3 All devices/equipment shall not be sold, leased, assigned, encumbered, or transferred by the Subscriber without the prior written consent of the Company. Any sale, lease, assignment, encumbrance or transfer made without the Company's written consent shall be void and the Company shall have the right to continue billing and holding the Subscriber on record liable under the pertinent terms and conditions of the subscription as if no such sale, lease, assignment, encumbrance or transfer was made.

- 3.5.4 The proper care and maintenance of the Devices/Equipment installed shall be the Subscriber's sole responsibility. Except in cases of ordinary wear and tear, if the Equipment malfunctions during or after the lock-in period due to the willful act or negligence of the Subscriber, the total replacement cost thereof will be charged immediately to the Subscriber notwithstanding any separate warranty.
- 3.5.5 If the Subscriber pre-terminates this Agreement for whatever reason, the Subscriber shall return and deliver to the Company the devices/equipment in good working condition, except for ordinary wear and tear. Likewise, the Company shall exercise its right to take possession of the devices/equipment immediately after the termination. The devices/equipment referred to herein shall be pulled-out and/or returned to the Company upon termination of this Agreement or disconnection of the Services without need of notice or demand. **The failure or refusal of the Subscriber to return immediately the devices/equipment to the Company may give rise to civil and/or criminal liabilities.**

ROUTER

Brand Model Serial No.

Other information Lease Start Date Lease End Date

MODEM

Brand Model Serial No.

Other information Lease Start Date Lease End Date

4. LOCK-IN PERIOD

- 4.1 Lock-in Period. All Analog, Digital Cable Television, Broadband, Fiber Internet and/or Bundle service subscriptions shall be subject to a minimum subscription period of 24 months beginning on the date the Service is activated (the "lock-in period") or such lock-in period prescribed in any promotion offered by the Company. Should the Subscriber fail to complete the required lock-in period or choose to terminate or cancel the Service prior to the expiration of the lock-in period, the Company shall charge the Subscriber a pre-termination fee imposed by way of penalty, in addition to forfeiture of any deposits made as provided herein.
- 4.2 Cable TV Service Pre-Termination Fee. For sole Analog Cable TV or Digital Cable TV residential subscriptions, a termination fee of P2,500 shall be imposed.
- 4.3 Bundle and Internet Only Pre-Termination Fee. For Services under the standard published Bundle and Internet Only Packages, a termination fee of P5,000 or the customer's current package multiplied to the remaining months whichever is higher shall be imposed.
- 4.4 Fiber Service Pre-Termination Fee. For subscriptions under the Fiber service, a termination fee of P5,000 or the customer's current package multiplied to the remaining months whichever is higher shall be imposed.
- 4.5 CIR and Special MIR Package Pre-Termination Fee. For Services under the CIR and MIR Special Packages, a pre-termination fee will be charged to the Subscriber equivalent to the Subscriber's current package multiplied by the remaining months left in the Subscriber's contract.
- 4.6 Validity. Upon the expiration of the lock-in period, this Agreement shall remain valid and Subscriber agrees to continue his/her subscription of the existing Services under the same Terms and Conditions stated herewith, with the exception of the following stipulations covered by the pre-termination fee enforced as a penalty: (i) Temporary and Permanent Disconnection and/or (ii) Voluntary and Involuntary Disconnection
- 4.7 Renewal. The Subscriber may apply for a renewal of the lock-in period for _____ () months (the "renewal period"), subject to the written Service Agreement of the Company. A pre-termination fee of P_____ shall be applied as penalty should the Subscriber fail to complete the renewal period, or choose to terminate or cancel the Service prior to the end of the renewal period. The corresponding standard pre-termination penalty for commercial accounts shall also apply. The Subscriber may apply

for renewal on or before the expiration of the lock-in period.

- 4.8 Upon the expiration of the lock-in period and in the absence of an application for renewal, this Agreement shall be renewed automatically on a month-on-month basis until terminated by notice in accordance with the provisions of this Service Agreement. Notwithstanding the foregoing, the Company may require a different Holding Period for additional service availed after the execution of this Agreement, which shall be covered by a separate agreement and shall be reckoned from the date of acceptance of application for such other additional services.
- 4.9 Lock-in for Promotional Subscriptions. Subscribers who avail of and complete the needed requirements for promotional subscriptions, including payment of the initial cash-out, shall be entitled to a promotional monthly subscription fee of Php _____ (P_____). The Company may at its absolute discretion set, revoke, or impose conditions on the promotional subscription fee at any time. All fees paid in advance are non-refundable.
- 4.9.1 The lock-in period for the promotional subscriptions shall begin on _____ and will expire on _____.
- 4.9.2 An installation fee of P_____ (waived in line with the promotion) will be charged to the Subscriber. The installation fee includes devices and equipment for Service access such as; drop cable, connectors, splitter and high pass filter for analog and Wi-Fi subscription; and co-axial cables, field installed connectors, subscriber terminal, drop fiber, and ONT. The said amount shall form part of the initial cash-out mentioned above.
- 4.9.3 All promotional subscriptions shall be subject to a minimum subscription period of twelve (12) months from the date the Service is activated or such lock-in period prescribed in the promotion offered by the Company.
- 4.9.4 Subscribers availing of this promotion cannot avail of or combine any other Company promotion (i.e., upgrades other than the packages being offered in the promotion) until the expiration of the Lock-in period (qualification of account after the lock-in period shall be subject to the promotional guidelines).
- 4.9.5 After the expiration of the promotional lock-in period, the monthly subscription fee will be adjusted to the regular rates prescribed by Company.
- 4.10 Downgrade and upgrade. If a Subscriber decides to downgrade or upgrade their subscription during the duration of their lock-in period, a new Agreement with a minimum of twelve (12) months lock-in period shall be signed for the downgrade or upgrade to take effect. Penalty charges will be imposed for downgrade of subscriptions within the duration of the lock-in period.

5. DISCONNECTION & TERMINATION

- 5.1 The Company may suspend or terminate the Service without prior notice to the Subscriber if:
- 5.1.1 Subscriber fails to pay promptly on or before the due date any amount due and payable hereunder;
- 5.1.2 Subscriber commits a breach of any of the terms of this Agreement;
- 5.1.3 Subscriber transfers or allows the Service to be tampered with or used by any other person without the written consent of the Company;
- 5.1.4 Subscriber misrepresents or provides false statements in the subscription application.

- 5.2 The Subscriber may terminate this Agreement at any time by giving the Company not less than thirty (30) days written notice of such termination which shall become effective only upon settlement of all amounts due hereunder and up to the effective date of termination.
- 5.3 Upon disconnection of the Service, all materials and device/equipment owned by the Company, except for fully paid excess cables and device/equipment, shall be returned by the Subscriber to the Company.
- 5.4 The Company reserves the right to terminate the Service immediately and recover all monies owing from the date of connection, including the cost of recovery, caused by or resulting from unauthorized activities and illegal activities described hereinafter.
- 5.5 The Company reserves the right to suspend or terminate, with or without notice, any Subscribers' account, which in the Company's assessment, directly or indirectly is involved in activities which are detrimental to or jeopardizes the use of the Company's Service or its performance for other subscribers or which may adversely affect the business or reputation of the Company. This includes, but is not limited to 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses, customers listed or cause the listing of the Company or its customers on any Real-time Black List, e-mail bombing and the use of bulk e-mail programs to unsolicited recipients, commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages, attempted unauthorized access to other Internet servers and systems, misrepresentation and abusive or offensive behavior in newsgroups, social media and other online facilities.
- 5.6 Subject to the existing provisions of law, violation of any of the foregoing provisions shall give the Company the right to immediately disconnect the pertinent Service without incurring liability for damages. Such disconnection shall not relieve the Subscriber from any monetary obligation accruing prior to the disconnection or from any liability to the Company as a consequence of such violation.

6. TERMS OF PAYMENT

- 6.1 The Subscriber agrees to pay the monthly subscription fee on or before the due date specified in the billing statement or service invoice. Billing statements are issued at regular intervals at the end of an applicable billing cycle. If the Subscriber disputes any portion of the billing statement, the Subscriber shall submit to the Company within fifteen (15) days from receipt of the billing statement, a written statement identifying the disputed amount and shall make full payment of the undisputed portion of the billing statement on or before the due date. If the Subscriber does not report a dispute within the said fifteen (15) day period, the Subscriber shall be deemed to have irrevocably waived his rights to dispute the billing statement and the latter shall be deemed correct and final.
- 6.2 The Subscriber agrees that all payments shall be applied first to outstanding bills in arrears, including penalties for late payment, then the balance, if any, will be applied to the current obligation.
- 6.3 In case of overpayment of any billing statement, the excess amount shall be used to offset outstanding charges, fees, cost, rentals or any other sums due. If the account is current, then the amount overpaid shall be credited and applied to the next billing statement.
- 6.4 The Company shall bill the Subscriber for any new taxes or increase in tax on the Services imposed by the national or local governments.

7. BILLING STATEMENT

- 7.1 The Subscriber's information such as name, address and contact details (landline, mobile, electronic mail), supplied by the Subscriber as indicated in the approved application for Services shall for purposes of this Agreement be deemed by the Company as the registered Subscriber's information on record for the delivery of the Services, billing statements and other communications. The Subscriber agrees to immediately inform the Company of any changes in the Subscriber's information. The Company shall not be responsible for any consequence arising from the inability to deliver the

Subscriber's billing statement or for the Subscriber's inability to pay on the due date as a result of the Subscriber failures to inform the Company of a change in the Subscriber's information in a timely manner.

- 7.2 Should the Subscriber decide to move-out or transfer his residence, the Subscriber shall inform the Company in writing of his intention to transfer as well as his new address at least fifteen (15) days prior to intended date of transfer, otherwise the Company shall continue to provide the Services on the address on record and the monthly billing shall continue to accumulate and be demandable.
- 7.3 If the Subscriber wishes to receive the Services at a different address or location other than the official registered address, Subscriber must open a separate account for each location for each connection, as the case may be, unless otherwise specifically provided by the Company in writing. Subscriber shall then be treated as having multiple subscriptions and will be charged accordingly, subject to any promotion offered by the Company.
- 7.4 The regular monthly subscription fee is subject to price adjustments, if any, which shall be effective after one (1) month's prior notice.

8. DEPOSIT

- 8.1 The Company may require the Subscriber to pay a deposit of such amount as the Company may determine as a guarantee for arrears. The Company may, from time to time, require the Subscriber to pay an additional deposit. No interest shall be payable on such deposit.
- 8.2 The Company may (without prejudice to any other rights it may have) forfeit the Subscriber's deposit if the Subscriber is in breach of any of the terms and conditions set forth in this Agreement.
- 8.3 Subject to any rights which the Company may have, the Company shall, upon written request of the Subscriber for termination/disconnection of the Services, refund the deposit without interest after deducting all outstanding amounts due from the Subscriber within thirty (30) days from such written request.
- 8.4 If any deposit remains unclaimed for twelve (12) months after termination/disconnection of the Service, the Subscriber shall be deemed to have forfeited such deposit in favor of the Company without need of any further act or deed.

9. OTHER CHARGES

- 9.1 Installation fee. The Subscriber agrees to pay an installation fee upon approval of the request for service connection.
- 9.2 A cable drop wire shall be allocated to each Subscriber which shall remain the property of the Company. Any excess cables used for the installation of the Service shall be charged to the Subscriber. Excess cables shall be the property of the Subscriber and shall remain as such even after the termination of the Service.
- 9.3 A connection fee for every additional Service shall be included in the computation of the monthly billing statement of the Subscriber.
- 9.4 The Company may waive installation fees and other charges during promotional periods.
- 9.5 **Installation Fee:** The Subscriber is required to pay an installation fee once their service connection request is approved.
- 9.6 **Cable Drop Wire Allocation:** Each Subscriber will be allocated a cable drop wire not exceeding 100 feet, which remains the property of the Company. Any additional cable used for installation, up to a maximum of 150 feet, will be charged to the Subscriber. These excess cables become the Subscriber's property and will remain so even after service termination.
- 9.7 **Additional Service Connection Fee:** A connection fee for each additional service will be included in the Subscriber's monthly billing statement.
- 9.8 **Promotional Waivers:** The Company reserves the right to waive installation fees and other charges during promotional periods.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Company represents that it will reasonably provide the Service in accordance with prevailing industry standards.

10.2 The Company provides the Service on an "as is" basis and makes no representations or warranties that the Services shall be uninterrupted or error free. The Company disclaims all representations and warranties as to the Service, whether express or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose. Further, Company neither represents nor warrants that the information or content accessible on or through the Service is accurate, complete or current.

10.3 Subscriber represents and warrants that (a) his use of the Services and the Device/Equipment shall strictly be in accordance with this Agreement; (b) he will not violate or infringe upon any intellectual, proprietary or other rights, including data protection and privacy rights, or any applicable law, rule or regulation; and (c) he has not represented to any party that the Company made any warranty or representation of any kind with respect to the Services.

11. USE OF SERVICES

The Subscriber's right to use the Service or Services is personal to the Subscriber and for residential use only. The Subscriber shall not re-sell or make any business and/or commercial use, whether for profit or not, of the Service, without the prior express written consent of the Company.

12. NO RESALE

The Subscriber shall not resell or redistribute the Service or Services provided by the Company or any portion thereof to third parties, whether temporary or permanent, for value or otherwise, nor allow the use and/or access to the Service or Services without the Company's written consent.

13. CHANGES IN SERVICES OFFERED

The Company reserves the exclusive right to add, delete, rearrange and/or change the channel programming, programming packages, rationalize channel line-up and other applicable Services offered by the Company, at any time, including without limitation during any minimum subscription period or during the term committed to by the Subscriber. The Subscriber agrees that any notice required with respect to any change in programming packages, channel line-up and other applicable Services offered by the Company, may be in the newspaper of general circulation within the franchise area as well as other means via mass media available to the Company, and the Subscriber waives its right to receive any such notice individually or by any other means. The Subscriber shall not be entitled to any refund or rebate in the monthly subscription rate because of a deletion, rearrangement or change in programming, programming package or other applicable Services.

14. EXCLUSION FROM LIABILITY

The Company shall not be liable for any loss, costs, compensation, damage or liability to the Subscriber or any third party arising directly or indirectly out of or in connection with this Agreement or the Services rendered including, without prejudice to the generality of the foregoing, any loss, costs, compensation, damage or liability to the Subscriber or third parties caused by the following:

- (a) any delay, interruption, or termination of the Service, whether caused by administrative error, technical, mechanical, electrical, or electronic fault or difficulty or any other reason or circumstances beyond the Company's control (including but not limited to acts of God, strike, labor disputes, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties or any change in legislation); or
- (b) any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber howsoever caused through the Service.

15. UNAUTHORIZED AND ILLEGAL ACTIVITIES

- 15.1 The Service shall not be utilized in bypassing or in activity/ies that tend to bypass the Company or be used in prohibited, unlawful, or illegal services.
- 15.2 Subscriber undertakes not to use the Service or Services for any activity that is contrary to morals, good customs and/or public policy or which violates any law, ordinance, decree, order, regulation or treaty of the national or local government, their departments, offices and agencies.
- 15.3 The Company reserves the right to disconnect the Service or Services and suspend or terminate without notice any Subscribers' account involved in unauthorized and/or illegal activities under Philippine laws. In such a case the relevant government and law enforcement agency/ies will be notified, and where possible, offending material/s passed on for the necessary investigation and/or prosecution.

16. INDEMNIFICATION

- 16.1 The Subscriber agrees to indemnify and hold the Company and its affiliates and their respective directors, officers, employees and representatives free and harmless from any claim, liability, suit, or damage arising from or connected with the Subscriber's Unauthorized and/or Illegal Activities. The Subscriber further authorizes the Company to supply any and all information requested by any law enforcement or government agency/ies, or other private entities, the latter within the limits provided for by law, relative to the Subscriber's subscription to the Service. In such cases, the Subscriber hereby irrevocably and unconditionally waives any and all its legal remedies under the law, including but not limited to the right to claim damages.
- 16.2 The Company is not liable for any indirect loss or damage, loss of profits, loss of business or anticipated savings, loss, corruption or destruction of data or for any other type of indirect or consequential loss or damage whatsoever, as a result of using the Service.
- 16.3 The Company shall not be liable for the consequences of an occurrence of any event beyond its reasonable control and such event shall not amount to a breach of this Agreement.

17. AMENDMENT/MODIFICATION

The Company reserves the right at its absolute discretion to modify, delete or add to any of the Terms and Conditions of this Agreement by giving notice in writing to the Subscriber. The continued use and availment of the Services of the Company shall give the undisputed presumption that the Subscriber fully agrees and undertakes to adhere to such amendments.

18. GOVERNING LAWS AND VENUE OF SUIT

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. In case of any claim, action or suit arising out of or in relation to this Agreement, the parties shall submit exclusively to the court with competent jurisdiction within the franchised area or area of operations of the Company to the exclusion of any other venue.
- 18.2 The Company's right shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Subscriber. No waiver by the Company of any breach shall operate as a waiver of any other or subsequent breach.
- 18.3 If any competent court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and not make any provision of this Agreement invalid or unenforceable and shall be modified, amended or only limited to the extent necessary to render it valid and enforceable.
- 18.4 Any complete or partial invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability for any other purpose of the remaining provisions.
- 18.5 In case it will be necessary for the Company to retain legal counsel or to use a collection agency, the Subscriber shall pay 100% of the amount due as the collection or attorney's fees, in addition to billing for services, penalty and surcharges.

19. DATA PRIVACY POLICY OF THE COMPANY

The Company shall comply with the requirements under the Data Privacy Act of 2012 and all relevant data privacy laws and regulations to protect the personal information of its subscribers. In this connection the Company adheres to the following policies:

- a. **Compliance:** The Company is committed to ensuring that all data processing activities comply with applicable legal requirements.
- b. **Consent:** Subscribers are informed about the specific purposes for which their data is collected and how it will be used. The Company shall use or process the data only for the purpose of fulfilling its obligations to the Subscriber under this Agreement.
- c. **Transparency:** The Company ensures transparency by providing clear and accessible information to subscribers about how their data will be used, stored, shared and disposed. Subscribers are informed about their rights concerning their personal data and how to exercise these rights.
- d. **Data Preferences:** The Company provides subscribers with options to manage their data preferences, including the ability to update or correct their personal information. Subscribers have the right to access their data and request information about how it is being used.
- e. **Data Protection:** The Company implements robust security measures to protect subscriber data from unauthorized access, disclosure, alteration, or destruction. The Company monitors and tests its security measures from time to time, and adjust its security measures in accordance with the result of the monitoring and testing.

II. ADDITIONAL TERMS AND CONDITIONS FOR CABLE SUBSCRIPTION

1. **SERVICE COMMITMENT.** The subscription fees due to the Company from the Subscriber shall continue to accrue without deductions even in case of Service interruption except where such interruption is through no fault of the Subscriber. Due to the nature of satellite signals and/or the intermittent supply of electricity, the Company does not warrant that uninterrupted signal and/or clear cable television reception will be available at all times. However, the Company shall exert its best efforts to ensure a continuous and clear cable television signal.
2. **ADDITIONAL RECEIVERS.** The Company may allow additional receivers upon application by the Subscriber. If the Company approves the Subscriber's application, the additional set top boxes shall receive the same Service as the initial set top box, subject to the limitation of the Subscriber's own television equipment.
3. **INTELLECTUAL PROPERTY.** Subscriber hereby undertakes to uphold the intellectual property rights and interests of the Company and third parties and hereby commits to refrain from unauthorized taping, rebroadcasting, recording, duplicating or otherwise reproducing in any manner, form and for any purpose whatsoever, the programs, the trademarks, logos, copyrights, and Services received and passed to Subscriber under and by reason of this Agreement without prejudice to the right of the Company to recover damages and/or to file the necessary civil and/or criminal action against violators.
4. **RESTRICTION TO VIEWERSHIP.** The Service is strictly provided and shall strictly be used solely for the viewing in the Subscriber's registered address.
5. **SIGNAL THEFT AND ILLEGAL CONNECTIONS**
 - 5.1 The Subscriber shall receive the cable television signals only for the number of television units specified in the Cable Television Service Application Form. The Subscriber acknowledges that signal theft, tampering with existing connections or installing illegal connections, including unauthorized extensions, are punishable under special laws and will be prosecuted by the Company to the fullest extent of the law.
 - 5.2 The Company's personnel or its duly authorized representatives shall be allowed entry to the Subscribers premises during reasonable hours to inspect for signal theft, tampering, illegal connections and/or correct any signal problems. The Company shall not be responsible for problems determined to be in the Subscriber's own equipment.
6. **DELIVERY.** The delivery of the equipment shall coincide with the scheduled installation date of the Internet Service.

III. **ADDITIONAL TERMS AND CONDITIONS FOR THE SUBSCRIBED SERVICES**

1. **SERVICE COMMITMENT.** The total subscription fees and charges due to the Company from the Subscriber shall continue to accrue without deductions even if there are service interruptions such as signal outages, slow connection, and the like. However, the Company shall exert its best efforts to ensure continuous service at the Subscriber's terminal.
2. **ILLEGAL ACTIVITIES.** Subscriber agrees to not use the Service provided by the Company for any activity which breaches this Agreement or violates any law, order, regulation, or industry code of practice, whether local or international. Prohibited activities include, but are not limited to the following: (a) any activity constituting cybercrime offenses under applicable law; (b) accessing content which violates copyright or intellectual property of others; (c) posting, reproducing or disseminating content that defames, harasses or abuses anyone or violates their privacy; (d) participating in any pyramid or illegal soliciting schemes; (e) conducting any fraudulent activity including impersonating any person or entity or forging the wet or digital signature of third parties without authority; (f) accessing content which may be identified or classified as contrary to industry code of practice, good customs, public morals, or public policy, including, without limitation, content/material containing (excessive physical and/or sexual violence, implied or simulated sexual activity; (g) probing or testing the vulnerability of a system or network; (h) access any server in violation of any acceptable use policy of that server; and (i) using or attempting to use or distributing tools designed to compromise security including, but not limited to, password guessing programs, cracking tools, packet sniffers or network probing tools.

I, the undersigned Subscriber, hereby declare that I have read and fully understood the terms and conditions for the installation, use and operation of Asian Vision _____ as specified in this Asian Vision Service Agreement.

