

## NAIC CABLE TV CORP. SERVICE AGREEMENT

This service agreement (hereinafter referred to as “**Agreement**”) governs the provisioning of cable internet service (hereinafter referred to as “**Service**”) of Naic Cable TV Corp. (hereinafter referred to as “**NCTV**”) to its approved and activated client (hereinafter referred to as “**Subscriber**”). The following shall cover the terms and conditions of this agreement;

### **1. TERM AND RENEWAL**

The term of this agreement shall start upon the activation of service and continues for the duration of the 12-month minimum service term (hereinafter referred to as a “**lock-in period**”) unless terminated earlier by the subscriber or NCTV. After the lock-in period expires, the term of this agreement will automatically continue, unless the subscriber has requested to terminate the service.

### **2. SUBSCRIBER PREMISE EQUIPMENT**

NCTV shall lease the subscriber a modem in order to receive and use its service. Only NCTV authorized personnel may install the equipment at the subscriber’s premises. Leased equipment is **property of NCTV** and shall be recovered by the authorized technicians upon termination of service.

#### **2.1 WARRANTY**

There shall be a 6-months warranty of the leased equipment. Within the 6-months warranty, a subscriber may report to NCTV if the service received is not up to standard. If it is deemed by authorized technicians that the equipment is defective, it shall be recovered and replaced with a new equipment.

#### **2.2 DAMAGES NOT COVERED BY WARRANTY**

Loss or damage of equipment caused by fire, lightning, electrical disturbances, negligence, improper usage of equipment, accidents and other natural disaster will be chargeable to the subscriber for **Php 3,000.00 payable within three (3) months.**

### **3. FEES, RATES, AND CHARGES**

The subscriber shall pay NCTV the appropriate monthly fee, and charges (collectively called “**Total charges**”) for the use of NCTV equipment (cables, connectors, etc.) and service.

#### **3.1 INSTALLATION FEE**

A subscriber will be charged an installation fee of Php 3,000.00 unless the application is covered by a promo waiving a portion of the installation fee. A 50-meter free cable is included in the installation fee and will be deducted to the total cable used for the installation before charging the materials fee.

#### **3.2 MATERIALS FEE**

Materials used but not covered within the initial installation will be charged to the subscriber such as; excess cable wire used during the initial installation (any cable used beyond the 50-meter inclusion), splitters for additional televisions, and cable wire to be used for relocation of modem or television.

#### **3.3 TERMINATION FEE**

A subscriber who cancels his/her service before the completion of the contract term will be charged **Php 2,000.00 plus the remaining months payable until the end of the lock-in period.**

#### **3.4 RECONNECTION FEE**

A subscriber with a terminated service must pay an appropriate reconnection fee of **Php 200.00 plus the remaining unpaid balance before the termination of the account** before reactivation of service.

### **4. SERVICE COMMITMENT AND QUALITY**

NCTV shall not be responsible for service interruption beyond its control, not due to its willful and intentional fault or negligence and which cannot be overcome by the exercise of due diligence, including but not limited to labor disturbance, human acts, or equipment breakdown, acts of God, or force majeure, whether or not the cause be of the same class or kind as those therein. NCTV does not warrant that an uninterrupted service will be available at all times. However, NCTV will exert its best efforts to deliver a continuous and clear cable internet signal to the subscriber with technical standards as provided under the rules and regulations of the NTC.

### **5. ACCESS TO PREMISES**

The subscriber shall allow access to his/her premises the duly authorized personnel of NCTV for installation, maintenance, inspection, quality assurance and technical audit purposes.

### **6. BILLING AND PAYMENT**

#### **6.1 BILLING**

NCTV shall send the subscriber a statement of account (SOA) for billings of subscription fees and services rendered every first week of the month.

#### **6.2 PAYMENT**

The subscriber shall pay the total charges left on or before the due date in the SOA. In case of non-delivery or any late SOA, it shall be the responsibility of the subscriber to inquire on the amount of the outstanding balance through the customer service hotline or NCTV online customer service on or before the regular due date.

#### **6.3 PAYMENT CENTERS**

Payments may be made at any of NCTV offices, authorized payment centers, duly accredited banks and duly authorized collectors with valid company ID. NCTV shall not be held liable for any payments made to parties other than these authorized representatives.

#### **6.4 CHANGE IN BILLING ADDRESS**

NCTV shall not be held responsible for the consequences of the subscriber’s inability to receive the SOA and pay the account on time as a result of failing to notify NCTV of any change in billing address.

#### **6.5 NON-PAYMENT**

NCTV may disconnect or terminate the service of any subscriber after the issuance of the disconnection notice or forty-five (45) days after the due-date of unpaid SOA of that month.

I hereby confirm that I have read and understood all the Terms and Conditions of this Service Agreement.

\_\_\_\_\_  
SUBSCRIBER SIGNATURE OVER PRINTED NAME

\_\_\_\_\_  
DATE OF APPLICATION