PARASAT Cable Service Terms & Conditions for Installation and Operation (Cable & Internet)

PARASAT Cable TV Inc. (PARASAT) shall provide the service in accordance with these terms and conditions and subject the applicable provision of the NTC Rules and Regulations governing the operation of Cable TV in the Philippines.

INSTALLATION - Residential/Commercial

1. **Provided, it is technically and legally feasible, PARASAT agrees to provide the SUBSCRIBER with TV signals from its own channels as well as from local, national, and foreign stations using its own receivers and cable lines which were built and installed for the purpose.**
2. **SUBSCRIBER agrees to avail of, and use PARASAT facilities and signals properly and lawfully. SUBSCRIBER further agrees that TV signals and images received via the facilities of PARASAT are for private viewing purposes only and that SUBSCRIBER shall not violate or cause to be violated any and all pertinent laws, rules and regulations governing cable TV, including the Copyright Law. Regardless, the SUBSCRIBER shall hold PARASAT free and harmless from any claims or damages resulting from the acts of the SUBSCRIBER.**
3. **PARASAT shall provide at no cost to the SUBSCRIBER, the following materials necessary for the installation as FREE of USE Only:**
   - ***a.) Regular Applications (HFC/Main TV only) – up to one hundred (100) feet Free of use cable wire***
   - ***b.) Regular Applications (FTTH only) – up to 200 hundred (200) meters Free of use fiber optic wire***
   - ***c.) Two (2) pcs drop cable connectors.***

   Measurement of drop cable shall start from the nearest electric post (for coaxial), and for Fiber Optic nearest distribution point (DP/NAP) which carries the PARASAT feeder line, to the SUBSCRIBER'S TV set. Cables and materials in excess of the above-mentioned figures shall be to the SUBSCRIBER's account. Please take note that the above materials installed shall remain the property of PARASAT and the company reserves the right to remove them in case the service is discontinued for whatever reason.
4. **PARASAT contractors / technicians are only authorized to install cable devices and wires from primary pole (electric pole) to secondary pole (entrance cap or service entry) except for the following cases:**
   - ***a.) House has no service entry and subscriber allow them to install open wiring into the ceiling or walls inside the subscriber's premise.***
   - ***b.) House has no service entry but subscriber request for their assistance and provides them with tools to initiate proper installation like drilling the wall or molding the wires.***
5. **PARASAT contractors / technicians are only authorized to install cable devices and wire inside the house with service entry. In cases where there's a need to layout additional wiring, subscribers must be informed considering that the house has built in wiring and cable outlet.**
6. **PARASAT contractors / technicians are not allowed to install devices and wires without subscriber's supervision or authorization.**
   - ***a.) Subscribers must give instructions particularly in routing of wires before initiating the installation.***
   - ***b.) Contractors / technicians are not liable for any damage that may occur upon installation.***
7. **Commercial Establishment must have cable line provision inside the building. Cost of Materials & Labor for the Installation of cable line from the nearest electric post, which carries the PARASAT Feeder line, to the entrance cap; connected to different floor of the building, to the tap in every room, will be charged to subscriber as well as box fee, and be installed /delivered once paid. *Minimum of ten (10) boxes should be maintained in order to be rated as commercial, lesser than this PARASAT has the right to change rate into residential.***

FREE USE of complete set of DIGITAL BOX/MODEM/ROUTER/ONU

I - DIGITAL BOX/MODEM/ROUTER/ONU

(A) We have supplied you with a Digital Box/Modem/Router/ONU; this equipment's shall remain the property of PARASAT CABLE TV, INC. You have no right to sell, relocate, give away, alter or tamper with such Equipment, or tamper with or alter any evidence of PARASAT ownership of the Equipment.

(B) You agree to keep the Digital Box/Modem/Router/ONU including accessories in a clean, safe environment at your Address free from any dust, dirt and moisture and operate in accordance with the instruction of PARASAT Customer Service.

(C) In the event that you shall terminate your subscription contract with us, you agree to immediately return the complete set of devices and any other accessories to any PARASAT office most convenient to you in good working condition & free from damage. The balance must be settled before the Customer Service Staff can officially terminate your account & deem it cleared, if these protocols are not to be followed the balance shall remain on our records & corresponding charges shall be made to the unreturned devices.

(D) Deactivated subscriber must return also the Digital Box, Remote Control, Power Supply, Modem, Wi-Fi Router, ONU (Optical Network Unit) if no longer interested to reactivate the account to avoid charges of unreturned devices.

II - Lost / Stolen / Burned / Malfunctioning devices due to misused and fortuitous events

(a) If any Equipment is lost, stolen or damaged you must immediately contact PARASAT at the address detailed in the Application Form for replacement/repair w/corresponding cost:

SD (Standard Definition) Digital Box	***- P1,500.00******
HD (High Definition) Digital Box	***- P 2,500.00******
Lost/Totally Damaged Remote-Replacement Fee	***- P 500.00******
Wi-Fi Mesh	***- P 1,850.00******
Wi-Fi Router	***- P 1,500.00******
Docsis Modem for HFC	***- P 2,500.00******
ONU (Optical Network Unit) for FTTH	***- P 2,500.00******
Power Supply	***- P 500.00******
RCA Wire	***- P 150.00******
HDMI Cord	***- P 350.00******

****Subject to change without prior notice depending on current cost of box ordered from supplier.***

8. **SUBSCRIBER shall be responsible in safeguarding and preserving all the properties of PARASAT entrusted and installed within the premises of the SUBSCRIBER. SUBSCRIBER shall be liable and responsible for any damages caused to such properties by tampering, fire, lost, etc., except through normal wear or tear and shall pay PARASAT the corresponding charges, if any, for the necessary replacements and repairs.**
9. **SUBSCRIBER shall pay Tenant's deposit if she/he is renter, refundable once permanently disconnected provided that devices were returned, and no unpaid account.**
10. **SUBSCRIBER agrees to pay PARASAT that charges specified in the opposite side of the Agreement upon approval of application. These charges shall include the Main TV installation fee, Extra TV installation fee, excess cable charge, downgrade fee, box fee, pre-termination fee, reconnection fee and other related charges ordered by the SUBSCRIBER for his particular installation. These charges are NON-REFUNDABLE.**

SERVICE PENALTY

Subscriber shall not tamper or cause to be tampered PARASAT's facilities and properties. PARASAT shall have the right to impose a minimum penalty charge of five thousand pesos (P5, 000.00) for every illegal connection and or tampering in addition to other legal remedies.

EXCLUSION FROM LIABILITY

PARASAT shall not be responsible for delays, interruptions or non-service due to power failure, public emergency, major repair, upgrading and overhaul of PARASAT cable lines, legal restrictions, failure or breakdown of subscriber's TV set, or signal failure of satellite and broadcast television stations and similar fortuitous events such as storms, typhoons, earthquakes, and lightning. In such cases, fees due to PARASAT shall continue to accrue and be paid without any disruption

SUBSCRIBER AGREES TO THE FOLLOWING:

1. **To allow PARASAT's authorized representatives to enter the subscriber's premises during reasonable hours for purposes of inspection, disconnection and/or repairs as well as for installation, inspection, and disconnection and/or repairs of cable lines of adjacent and/or nearby subscribers.**
2. **Understands that PARASAT is governed by a pole agreement with the electric and other utility companies, which have controlling interests over the pole's utilization. Under such condition, subscriber shall hold PARASAT free and harmless from any and all claims for damages or losses incurred by the former as a result of the absence of the latter's guarantee over the continued use of poles.**
3. **Understands that satisfactory reception is dependent on a properly functioning TV set which shall be provided and maintained by the subscriber under his exclusive responsibility. Subscriber also understands that the cable TV system operated by PARASAT is a passive, low voltage, DC type and is incapable of causing any damage to a TV set as tested and approved by the appropriate government agency. PARASAT therefore shall have no responsibility whatsoever with respect to the condition, defect, or performance of the TV set of the subscriber. Likewise, if the subscriber's TV set is not Cable ready or incapable of receiving U.S. standard NTSC cable TV broadcast channels, then PARASAT will not be subjected to any claims or give any refund or discount in the monthly subscription fees.**
4. **Understands that program content in any of the packages offered by PARASAT may be dependent on the following:**
   - ***a) Availability of program distribution via satellite.***
   - ***b) Termination of services by the program provider within the region.***
   - ***c) Contract disputes which may arise from unfair terms and conditions as well as exorbitant rates that the program provider may charge for distribution of said signals.***
5. **PARASAT reserves the right to increase its subscription package/rates even without prior notice.**
6. **PARASAT may affect re-channeling and/or repackaging of programs, any time, for whatever purpose it may deem necessary even without prior notice.**
7. **PARASAT does not have control of the program content, as well as technical transition from Standard Definition to High Definition.**
8. **Subscribers are aware of the Inside wirings will be exposed upon installation (Coax or FTTH).**

INTERNET SERVICE AGREEMENT

1. Service: PARASAT agrees to provide the service(s) to the Customer or Customer to the extent described in the Service Order Form; PARASAT Application Form annexed hereto and deemed incorporated into this Agreement.
   - ***a.) Data-Over-Cable Access: Subject to terms and conditions hereof, data-over-cable access, if applicable, will be provided through a shared Hybrid Fiber-Coax link, which shall originate from PARASAT head-end and terminate at the point at which the signal is transmitted from the Cable Modem Termination System or CMTS.***
   - ***b.) Port Access. For Internet port access, if applicable, PARASAT shall provide an interconnection to its router, which is connected to its internet backbone, for the purpose of accessing the internet.***

PARASAT agrees to maintain such links for the purpose of providing Internet Access for the Customer. PARASAT agrees to provide an emergency support phone number in the event Customer's services are interrupted. Customer understands and agrees that Customer is responsible for maintaining all Customer Premises Equipment or CPE and will maintain the facilities necessary for proper reception of the signal, as applicable.

2. In the event that an interruption of service occurs as a result of Customer's failure to make timely payments, Customer agrees to pay a Reconnection Fee. Customer and PARASAT agree that such fee is a reasonable estimate of what PARASAT administrative and technical cost will be in re-establishing service.

3. Non-transferability of Rights and Location: The rights and privileges extended to Customer in relation to the subscription and cable modem are purely personal to the Customer and shall not be transferred to any individual or to any other location, without obtaining the prior written consent and approval from PARASAT. Any such transfer of rights and location without the prior written consent of PARASAT shall be void regardless of receipt by PARASAT of Monthly Service Fee and other charges from the supposed transferee.

4. Term: The initial term of this agreement shall be for a period as described in the Service Order Form. Subscription of service shall be automatically renewed for similar two (2) year's period unless terminated by both parties in accordance to the following: Termination by Customer: Customer may terminate his/her subscription in writing by giving one (1) month prior notice for cancellation & by fully settling all his outstanding obligations with PARASAT.

5. Warranty: PARASAT will make its best effort to provide reliable Internet Access, but makes no warranties or representation of any kind for such services or the merchantability or fitness of such Internet Access for any particular purpose whatsoever. Customer agrees that PARASAT makes no warranty regarding, and PARASAT shall not be responsible or reliable for, any loss or expenses resulting from the use or interrupted use of Internet Access, including but not limited to losses resulting from delays, improper or incomplete delivery of information or emails, computer viruses, interruption of service or damage to equipment. PARASAT does not guarantee any service provided by any third-party carrier, service and / or content provider, and Customer agrees not to hold PARASAT responsible or liable for any loss resulting from the use or interrupted use of any such third-party services. Customer also acknowledges that PARASAT is not responsible for any breaches of Customer's privacy occurring over the Internet. Any legal action arising out of PARASAT services shall be brought within a period of one year of the occurrence or shall be deemed waived. PARASAT reserves the right, at its sole discretion, to substitute PARASAT supplied equipment if necessary.

6. Indemnification: PARASAT policy is not to monitor or control the content of the information disseminated over its networks & telecommunications links. Therefore, customer acknowledges it has sole responsibility for monitoring and/or restricting the content accessed by Customer using PARASAT network or telecommunications link in order to comply with any laws, rules, regulations, agreement or other restrictions imposed by any applicable government authority or other or entity & by which Customer is bound. Further, Customer agrees to indemnify and hold PARASAT harmless against any loss or expense incurred by it as a result of Customer violating any third parties including, but not limited to, intellectual property rights and rights of privacy.

7. Customer's Responsibility for Customer Premises Equipment: Customer shall be responsible for acquiring, and maintaining at its expense, any and all associated hardware and software, if applicable, configured in accordance with the direction of PARASAT technical staff. In addition, all technical support resulting from Customer violation or altering of a previously working configuration shall be charged the appropriate Technical Support Fee.

8. Force Majeure: Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including earthquake, flood, or other acts of God; acts of war; embargo; riot; sabotage; labor shortage; or dispute; government act; provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts promptly such as failure or delay in performance.

9. Governing Law: This Agreement shall be governed and interpreted in accordance with laws of the Republic of the Philippines.

10. Severability: If for any reason, provision of this contract is judge by a court to be unenforceable, such adjudication shall in no way effect any other provision of this agreement or the validity or enforcement of the remainder of the contract. The affected provision shall be modified or curtailed only to the extent necessary to bring it into compliance w/ applicable law.

11. Confidentially: Customer acknowledges that technical information disclosed to it by PARASAT may be proprietary in nature and Customer agrees not to use any such proprietary information for any purpose other than to receive service from PARASAT, and further agrees to keep such proprietary information confidential and not to disclose such information to any other party without PARASAT written consent.

12. Assignability: This Contract may be assigned by PARASAT in the event of a merger consolidation or sale of its business.

13. No Waiver: The failure of either party to enforce or insist upon compliance with any of the provisions of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver of such provisions with respect to future instances or as waiver or relinquishment of any provision of this Agreement.

14. Interpretation: The words and phrases used herein shall have the meanings generally understood in the telecommunications and computer industries. This Agreement shall be construed in accordance with its fair meaning and not for or against either party on account of which party drafted this Agreement. If there should be any conflict between the Standard Terms and Conditions and the Service Order Form, the terms on the Service Order Form will prevail.

15. Counterparts: This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

FAIR USE & NON-RESALE POLICY

Residential and SME Internet Plans

This Policy forms part of the Subscriber Service Agreement between ParaFiber / Parasat Cable TV, Inc. ("Company") and the Subscriber.

Residential and SME internet plans are intended solely for personal, household, home office, or internal business use within the registered service address.

Subscribers are strictly prohibited from:

- **Reselling or redistributing internet service to third parties;**
- **Operating Piso Wi-Fi, public hotspot, or internet-sharing businesses without written approval;**
- **Using the service as a public ISP or commercial bandwidth distribution system;**
- **Extending service outside the declared premises for commercial purposes;**
- **Using Residential or SME plans to bypass enterprise or commercial service subscriptions.**

Reasonable non-commercial sharing within the same household or registered business premises is allowed. The Company reserves the right to monitor network usage patterns and investigate suspected violations of this Policy. If unauthorized resale or misuse is identified, the Company may issue warnings, require migration to an appropriate commercial plan, suspend service, restrict bandwidth, or permanently disconnect the account.

Subscribers requiring commercial redistribution, public hotspot operations, or large-scale shared internet services must apply for an authorized Enterprise or Commercial agreement with the Company. By signing below, the Subscriber acknowledges and agrees to comply with this Fair Use and Non-Resale

ACCEPTABLE USE POLICY

Prohibited Illegal and Indecent Activities

This Acceptable Use Policy ("Policy") forms part of the Subscriber Service Agreement between Parasat Cable TV, Inc. / ParaFiber ("Company") and the Subscriber.

1. Purpose: The Company is committed to maintaining a safe, lawful, and responsible communications network. Subscribers are prohibited from using the Company's internet services for unlawful, abusive, exploitative, obscene, or indecent activities, including activities involving minors or violations of Philippine laws.

2. Prohibited Activities: Subscribers shall NOT use, permit, or facilitate the use of the Company's services for:

- **Child sexual abuse or exploitation materials (CSAEM), child pornography, grooming, trafficking, or exploitation of minors;**
- **Dissemination of obscene, indecent, or unlawful sexual content;**
- **Cybercrime activities including hacking, fraud, scams, identity theft, malware distribution, or unauthorized access;**
- **Illegal gambling, trafficking, terrorism-related activities, or intellectual property infringement;**
- **Any activity prohibited under Philippine laws and regulations.**

3. Compliance With Laws: Subscribers shall comply with all applicable laws, including but not limited to:

- **Republic Act No. 10175, Republic Act No. 9775, Republic Act No. 11930**

4. Monitoring and Enforcement: The Company reserves the right, consistent with applicable laws and due process, to investigate reports of unlawful activity, cooperate with law enforcement authorities, preserve legally required records, and implement abuse prevention measures.

5. Suspension or Termination of Service: The Company may immediately suspend, restrict, or permanently terminate internet service without prior notice upon credible evidence, lawful notice, court order, or reasonable determination that the Subscriber used the service for prohibited activities. The Company may also deny reconnection or future subscription applications from violators.

6. Reservation of Rights: The Company reserves the right to amend this Policy at any time to comply with applicable laws, regulations, and public safety requirements.

VENUE

The sole and exclusive venue of all suits arising between PARASAT and subscriber shall be lodged in the proper courts of Cagayan de Oro City; subscriber hereby expressly waives any other venue.

AMENDMENTS

These terms and conditions shall be subject to amendments, changes or modifications by PARASAT as the need of the service may require specifically without necessary notice. This contract shall be in full force and effect from and after the signing of this Agreement.

The undersigned hereby confirms that the above information are true and correct and the supporting documents attached hereto are genuine and authentic, and that he/she has read and understood the above provision as well as the terms and conditions stated on the reverse side of this contract.

Subscribers Complete Name with Signature: _____ Date: _____