

# HORIZON Internet Access Service

## TERMS AND CONDITIONS OF USE AND TRANSACTIONS

This Agreement is between you as our Customer and Horizon Gateway Corporation ("HORIZON"). It sets forth the terms and conditions under which you agree to use and HORIZON agrees to provide its Internet Service.

By using or accessing HORIZON Internet Service, you agree to be bound by the terms described herein and all terms incorporated by reference along with any applicable policies, rules and regulations of the National Telecommunications Commission ("NTC") and the Department of Information and Computer Technology ("DICT"), and all pertinent laws and regulations of the Republic of the Philippines.

PLEASE READ THIS "TERMS AND CONDITIONS OF USE AND TRANSACTIONS" ("AGREEMENT TERMS") CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SERVICE, AND IF YOU ARE ALREADY USING IT, KINDLY CONTACT US IMMEDIATELY TO DISCONNECT AND/OR TERMINATE IT.

HORIZON reserves the right to terminate your use or access to its internet service at any time with or without notice. In its sole discretion, HORIZON reserves the right to change or modify the Agreement Terms at any time without notice. Any modification will be effective immediately upon posting the revisions in this Service on HORIZON Website, and by using its Website, you agree to any modifications and waive any right to receive specific notice thereof.

### A. TERM

This Agreement is effective upon its execution by both parties. For the purpose of the payment of Monthly Fees and delivery of the Connection hereunder, the initial service term of this Agreement is twelve (12) months (the "Initial Term") or for the term specified for the Internet Service Plan you select (the "Plan Term") commencing on the date when you ACCEPT this Agreement ("Activation Date"). ACCEPTANCE by you of this Agreement occurs upon the earliest of: (a) your acceptance of this Agreement electronically during an online order, registration or when installing the Software or the Equipment; (b) your use of the Internet Service; or (c) your retention of the Software or Equipment we provide beyond ten (10) days following delivery. After the Initial Term or the Plan Term whichever is applicable, this Agreement will automatically renew for consecutive one month term commencing on the 01st day of each month until terminated as set forth below.

### B. DESCRIPTION OF SERVICES

HORIZON will install and provide you during the Initial Term or Plan Term hereof with one (1) wireless internet connection from HORIZON's closest Point of Presence (POP) (generally herein, the "Service"). Depending on your Service Plan and other factors discussed below, your internet connection (your "Connection") will be burstable under standard conditions up to the Service Plan's speeds, and will be limited to the Plan's Monthly Transfer Limits for your combined upstream and downstream data.

Your Service Plan, along with your monthly service charge (the "Monthly Charge") is noted on the signature page below, and details are available on our website, [www.infinivan.com](http://www.infinivan.com). You may upgrade to a higher level of Plan at any time, but HORIZON may require you to pay a downgrade charge to perform a downgrade in Service. If you exceed the Monthly Transfer Limit for your Plan without otherwise violating the Agreement Terms, HORIZON will charge you an excess usage fee for usage exceeding your monthly limit.

1. "Broadband Service" means HORIZON's Fiber To The Building (FTTB) based Internet Access Service.
2. "Content" means content provided by HORIZON or its third party licensors or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format.
3. "Equipment" means the modem, router and/or other equipment provided by HORIZON for use of Service. For the avoidance of doubt, the term "Equipment" shall include any router provided to you by HORIZON that is either rented by you or otherwise required to be returned to HORIZON upon termination or cancellation of Service, but shall not include any router that you purchase from HORIZON or a third party.
4. "Service" means all HORIZON Broadband Service.

### C. PRICING; BILLING; CHANGES TO SERVICE PLANS AND PAYMENT

1. Prices and Fees.

You agree to pay the fees applicable to your Service on a monthly or prepaid basis, as applicable, and to pay: (a) applicable taxes, (b) surcharges, (c) recovery fees, (d) telephone charges, (e) activation fees, (f) installation fees, (g) set-up fees, (h) equipment charges, (i) late payment fees, (j) Early Termination Fee ("ETF"), and (k) other recurring and nonrecurring charges associated with the Service Plan you have selected. The taxes, fees and other charges detailed in (a)-(k) above may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law, but are set by HORIZON and may change. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. You agree to pay all amounts due under this Agreement for the Service with cheque payment or using a valid credit card.

Withdrawals from your checking or savings account or the charges to your credit card will occur automatically on or after the 15th of the relevant month. HORIZON shall not be responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from such withdrawal or charges billed by HORIZON. If you receive a bill or invoice from HORIZON, and have arranged payment by cheque or cash, the payment of all charges set forth therein must be received within first fifteen (15) days of the relevant month, or your Service may be re-directed or Account may be suspended without notice.

2. Late Payment Fees

If you fail to pay all charges appearing on your bill for the Service when due, HORIZON shall charge you an interest of one percent (1%) per month on the outstanding amounts due. In addition, if you fail to pay said charges within thirty (30) days after the due date on which they are due, HORIZON may permanently terminate your account without incurring any liability whatsoever. All charges are considered valid unless disputed in writing within twenty (20) days from the billing date. Adjustments will not be made for charges that are more than 30 days old.

If HORIZON uses a collection agency or resort to legal action to recover monies due, you agree to reimburse us for all expenses we incurred to recover such monies, including attorneys' fees and the liquidated damages of Php100,000.00 or the 25% of the total amount claimed whichever is higher. In addition, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law but not below twelve percent (12%) per annum.

3. Billing.

Non-recurring charges such as set up, activation and installation fees, and certain equipment charges and other related fees will be included in your first bill. Monthly Service recurring charges will be billed one month in advance. Any usage charges will be billed on the following billing month after such usage. Pre-paid pricing plans for Additional Services will be billed in advance. Based on your preference and subject to our approval, HORIZON or its agent will bill you directly.

4. Plans with Minimum Terms.

If you choose a Service Plan with a minimum term commitment, you agree to maintain your Service for the term of that plan ("Plan Term"). For Broadband Services, your Plan Term begins on the date you change your existing Broadband Service Plan to Plan Term. At the end of any Plan Term, you may be given the option to select a new Plan Term. If you do not select a new Plan, your Service will automatically convert to a month-to-month Service Plan at a monthly fee that may be higher than your current rate. If you select a new Plan, the terms of that selected Plan will apply.

5. Limitation on Special Pricing Promotions.

You may only take advantage of one special pricing promotion during any consecutive twelve (12)-month period. Eligibility for promotional offers may be contingent upon payment of all outstanding HORIZON charges.

6. Refundable Deposit.

HORIZON may require that you provide us with a refundable deposit, which will be specified at the time of your order. HORIZON may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within thirty (30) days after termination of your Service, we will return your Customer Deposit (if any), less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest.

7. Credit Related Matters.

HORIZON may evaluate your credit history before modifying or providing you its Service. In order to establish an account with HORIZON and/or obtain or modify Service, HORIZON may obtain a report from a credit bureau or exchange information with its affiliates or any third party in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to a credit bureau or credit reporting agency, which will negatively affect your creditworthiness.

### D. AVAILABILITY OF, AND CHANGES BY INFIVAN TO, SERVICE

1. Service and Bandwidth Availability and Speed.

The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line is qualified. We will provision qualified FTTB lines at the maximum line rate available in your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service may vary based on network or Internet congestion, your computer configuration, the condition of your telephone line and the wiring inside your location, among other factors.

In some instances, the bandwidth available for the Service may be reduced temporarily due to other unusual events such as network outage or failure, or any other analogous situation. HORIZON and/or its suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.

2. Changes to Service and/or its Features by HORIZON.

HORIZON reserves the right to change any of the features, content, equipment authorized by Verizon for use in connection with the Service, or applications of the Service at any time with or without notice to you. This includes the portal services we may make available as part of the Service for an additional charge.

### E. DISCONTINUATION OF SERVICE DUE TO NON-PAYMENT, ETC

HORIZON may discontinue your Service without notice if charge or credit card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge or credit card expiration date before the existing date expires.

### F. LIMITATIONS ON USE OF THE SERVICE

1. You acknowledge and agree that HORIZON (a) is not responsible for invalid destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access at all times any or all websites, servers or other facilities or that the Service is secured, protected or will meet your requirements.

2. You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that HORIZON is not responsible for access by you or any other users to objectionable or offensive content. HORIZON STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.

3. You understand and agree that if you type a nonexistent or unavailable Uniform Resource Locator ("URL"), or enter a search term into your browser address bar,

HORIZON may present you with an HORIZON Error Assist web search page containing suggested links based upon the query you entered in lieu of you receiving an NXDOMAIN or similar error message. HORIZON provision of the Error Assist page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive Error Assist pages from HORIZON, you should follow the opt-out instructions that are available by clicking on the "About" link on any Error Assist page. .

4. You are not authorized to use any HORIZON name or mark as a hypertext link to any HORIZON Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of HORIZON.

5. You agree that HORIZON assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any content, advice or opinions contained in any emails, message boards, chat rooms or community services, in any other public services or social networks, and that HORIZON does not endorse any advice or opinion contained therein, whether or not HORIZON provides such service(s). HORIZON does not monitor or control such services, although we reserve the right to do so.

6. You represent that when you, or your permitted guests' transmit, upload, download, post or submit any content, images or data using the Service you or your permitted guests have the legal right to do so and that you or your permitted guests' use of such content, images or data does not violate the copyright or trademark laws or any other third party rights. You understand and agree that any and all use of the Service is subject to this Agreement Terms.

7. Websites linked to or from the Service are not reviewed, controlled, or examined by HORIZON and you acknowledge and agree that HORIZON is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by HORIZON.

## G. INSTALLATION AND EQUIPMENT

The hardware provided to you (the "Equipment") is owned by HORIZON and is leased to you as part of your Connection plan. Standard installation requires certain changes to your computer operating system configuration settings and may require the installation of additional software on your computer. You authorize HORIZON or its agents to install the Equipment at your home or place of business (the "Installation Site") and to make the necessary software installations or configurations.

You agree to pay HORIZON a non-refundable installation fee of TWO THOUSAND PESOS (Php2,000.00) prior to installation, unless this fee is waived by HORIZON Application form or exceptional agreement. HORIZON will use commercially feasible efforts to provide the Services. You agree to provide unrestricted access to the installation site at all times for the purposes of installation, maintenance and removal of equipment. The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. HORIZON and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation purposes.

## H. PROTECTION OF NETWORK

If HORIZON notifies you that the hardware or software provided by you impairs, degrades, adversely affects or is likely to impair, degrade or adversely affect your Connection or the Connection of others, you agree to immediately eliminate the impairment at your cost. Without incurring any liability of whatsoever nature, HORIZON may suspend your Connection until the impairment is corrected. When you use the Services, you must protect the HORIZON network by either disabling or password protecting file and print sharing on your computer(s) and/or have a firewall solution that prohibits unauthorized access to your computer and/or network. Your failure to properly firewall your Connection at any time may result in immediate suspension or termination of your Connection without notice. Commercial resale or other public offering or distribution beyond the customer's property of these services is strictly prohibited without the express written consent of HORIZON. Access to other networks connected to HORIZON's network must comply with all of the rules applicable to such other networks. All password and authentication information related to the Connection, whether at the Installation Site or any other location is the exclusive property of HORIZON, and HORIZON grants you no license to use or access such property by virtue of this Agreement. You agree not to attempt to ascertain such information or passwords and to promptly notify HORIZON if you acquire such information or are aware of any disclosure of such information to any party.

HORIZON's network can only be used for lawful purposes. The transmission of any material in violation of any local, municipal, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or is determined by HORIZON to be inappropriate or improper such as bulk e-mail messages ("spam"). You agree to abide by HORIZON's Acceptable Use Policy ("AUP"), available online at [www.infinivan.com/aup.html](http://www.infinivan.com/aup.html).

## I. MONITORING THE CONNECTION

HORIZON has no obligation to monitor the Connection, but may do so consistent with applicable rules, regulations, laws, and disclose information regarding use of the Services for any reason if HORIZON, in its sole discretion, believes that it is reasonable to do so, including to (a) comply with laws, court orders, regulations, or governmental or legal requests; (b) operate the Service properly; or (c) protect itself and its customers. HORIZON may immediately remove your material or information from HORIZON's servers, in whole or in part, which HORIZON, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy, this Agreement, or other policies, rules, regulations or laws.

## J. AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES

1. Legal Authority.

You acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into this Agreement. You agree promptly to notify HORIZON whenever your personal or billing information changes within thirty (30) days from occurrence of such change. Failure to do so shall be construed as fraud or misrepresentation, chargeable as Estafa and violation of this Agreement and pertinent laws.

2. Use of your Service and Account and Compliance with Applicable Authority. You are responsible for all use of your Service and account, whether by you or someone

using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Service within Philippines. (unless otherwise permitted by this Agreement).

3. Restrictions on Use.

Except as otherwise set forth in this Agreement, you may not resell, re-provision or rent the Service, (either for a fee or without charge) or allow third parties to use the Service via wired, wireless or other means. For example, you may not provide Internet access to third parties through a wired or wireless connection or use the Service to facilitate public Internet access (such as through a Wi-Fi hotspot), use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to a Broadband Service, you may connect multiple computers/devices within a single home to your modem and/or router to access the Service through a single HORIZON-issued IP address, and if available through the Service, you may permit guests to access the Internet through your Service's Wi-Fi capabilities. You also may not exceed the bandwidth usage limitations that HORIZON may establish from time to time for the Service, or use the Service to host any type of server. Violation of this Section may result in bandwidth restrictions on your Service; suspension or termination of your Service; and additional charges and penalty.

## K. TERMINATION OR SUSPENSION OF SERVICE

1. Subscribers with Month-to-Month Accounts. If you are a month-to-month Service customer, either you or HORIZON may terminate this Agreement any time and for any reason by giving notice to the other as set forth in this Agreement. Unless otherwise required by applicable law, termination will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through that date. Activation or set-up fees paid at the initiation of your Service are not refundable.

2. Subscribers with Term Plans; Early Termination Fee ("ETF"). EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR BROADBAND SERVICE IS TERMINATED BY YOU OR BY US AS A RESULT OF VIOLATION BY YOU OF THIS AGREEMENT BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY HORIZON THE ETF SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate the Service at your location, your existing Term Plan cannot be carried over to a new Service location. Unless otherwise required by applicable law, termination will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through that date.

3. Termination and/or Suspension by HORIZON. HORIZON reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if HORIZON elects to change the Service or a part thereof or if you violate the terms of this Agreement. If HORIZON terminates your Service under this Section K.3, you must immediately stop using the Service and you will be responsible for any applicable fees and/or Equipment (or equipment) charges. If HORIZON terminates or ceases to offer Service in your location, you shall not be liable to pay the ETF. If your Service is reconnected, a reconnection fee may apply.

4. Deletion of Data upon Termination. YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, HORIZON HAS THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING ANY EMAILS, ADDRESS BOOK AND/OR WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.

5. Return of Equipment upon Termination. If your Internet Access Service is terminated for any reason prior to the end of the first year of Service and you received Equipment from HORIZON, you must return the Equipment to HORIZON within 30 days from termination date; otherwise, you will be charged for the Equipment. Failure to return any Equipment you received from HORIZON or returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee that may be substantial. If the Equipment is affixed with a label which includes the following (or similar) message, "PROPERTY OF HORIZON. DO NOT REMOVE FROM PREMISES," then you must not return the Equipment and you will not be charged an Equipment fee as long as the Equipment is left in place in reasonable condition (subject only to reasonable wear and tear).

## L. ASSIGNMENT

At its sole discretion and at any time, HORIZON shall have the right to assign its interests, rights and obligations, in whole or in part, including but not limited to, the assignment of its receivables, to any third party without notice to, or the approval of, you (Customer) or any of your successors or assignees, and without incurring any liability of whatsoever nature.

IF SIGNING ON BEHALF OF A PARTNERSHIP OR CORPORATION, YOU PERSONALLY REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT.

AGREEING TO THIS AGREEMENT, TO BE EFFECTIVE AS OF THE SPECIFIED DATE INDICATED NEXT TO YOUR SIGNATURE BELOW:

CUSTOMER: Print Name: \_\_\_\_\_

Principal Office Address (appearing on your SEC documents): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Please check below your choice of Internet Access:

SME Infini Standard (CIR\* 20Mbps) ₱21,600\*\*/month

Infini Enterprise Premium ₱34,800\*\*/month

As sales promotion, the required installation fee and deposit are waived if Service is completed until the end of its Plan Term.

\*Committed Information Rate \*\*VAT exclusive