



SUN DOUBLE UNLIMITED 249 TERMS AND CONDITIONS

1. Only Sun Cellular Regular Postpaid and Group Plan subscribers may avail of a Sun Double Unlimited 249 subscription.
2. Upon subscription to the Sun Double Unlimited 249 service, the subscriber shall be assigned a SunTel Wireless Landline number, which he/she can use for unlimited local landline voice calls within his/her specific area only.
3. The SunTel Wireless Landline service will not be accessible outside the subscriber's specific area. All landline calls made from outside the specific area, NDD, IDD and calls to CMTS network shall be charged the applicable Sun Cellular usage rates.
4. The Monthly Service Fee (referred to as IMSFI) for the Sun Double Unlimited 249 service will be included in the billing statement of the subscriber's existing mobile subscription.
 - a. The account number and billing cycle of the existing mobile subscription will be followed. (Pro-rating of charges to be applied as needed.)
 - b. The Advance Monthly Service (AMSF) will be charge-to-bill and must be settled on the first billing.
5. The subscriber agrees to maintain his/her Sun Double Unlimited 249 service active for a period of at least 6 months upon enrollment to the Sun Double Unlimited service (referred to as iHolding Period.) Should he/she terminate the Sun Double Unlimited 249 subscription prior to the end of the Holding Period, he/she will have to pay the pre-termination fee amounting to P1,000.
6. There shall only be one (1) credit limit applied for the subscribed services. Additional P500 credit limit shall be added to the existing credit limit.
7. There shall only be one (1) state of subscription (i.e. redirection, etc.) applied against both services.
8. Upon enrollment to the Sun Double Unlimited 249 service, the subscriber agrees to be bound by the Terms and Conditions of the SunTel Wireless Landline service. Copy of the SunTel Wireless Landline Terms and Conditions are found in www.suncellular.com.ph.

All other terms and conditions of SunTel Wireless Landline that are not inconsistent with any of the foregoing terms and conditions are hereby adopted and made integral part hereof. The foregoing terms and conditions are subject to change without need of prior notice.

SUNTEL WIRELESS LANDLINE TERMS AND CONDITIONS

Upon signing of this application, the subscriber agrees to be bound by the SunTel Wireless Landline terms and conditions set forth below. These terms and conditions shall govern the supply of telecommunications services to the subscriber by Digital Telecommunications Phils., Inc. (DIGTEL) and shall take effect from the date of activation of subscription.

Scope of Services

SunTel is a wireless landline service and consists of voice (local, domestic and international calls) and data (broadband) services, as well as a wide range of Value Added Services (VAS) (hereinafter referred to as "Services"). The availability and use of the Services are subject to the approved subscription plan as well as the terms and conditions herein provided, and/or any amendments thereto. A credit limit and/or holding period may, however, be prescribed in accordance with existing company policies.

Initiating Subscription

Subscription to SunTel Services shall commence upon DIGITEL's approval of Subscriber's application for subscription and his/her payment of applicable charges. The charges may include but are not limited to one (1) month Advanced Monthly Service Fee which shall be applied to any outstanding charges upon termination of Subscriber's account, and other charges as DIGITEL may deem applicable and/or approved by the National Telecommunication Commission (NTC).

Service Fees and Charges

Upon activation of Subscriber's account up to its termination, as provided for below, Subscriber shall be liable for the following: (i) MSF, which is the basic subscription fee regularly charged the subscriber until termination of the account and is based on the approved subscription plan, (ii) telephone usage charges, and (iii) any applicable fees, tolls, charges and taxes. All voice, data, and VAS are charged based on the approved rates prevailing at the time they were made. Rates may be changed without prior notice subject only to the approval by the NTC. A change in rates is applicable on and from its effective date notwithstanding the fact that the subscriber may have been billed and/or has paid in advance under the previous rate. In case the Service is billed based on per-minute, per-hour, per-day or per-month, a fraction thereof shall be considered as one whole.

Any Subscriber-initiated modification of the account e.g. subscription plan up/downgrade, transfer of ownership, etc. shall be subject to approval by DIGITEL which reserves the right to charge a nominal fee for processing such changes.

Credit Limit

DIGITEL shall assign the subscriber with a credit limit, which is an indicative amount of all outstanding billed and/or unbilled charges and fees, that when attained may cause the redirection of Services (meaning, only incoming calls and SMS shall be available). DIGITEL has no obligation nor can it be compelled to effect a redirection of Services once the credit limit is reached. The subscriber agrees to pay for all charges and fees whether it is within or in excess of the credit limit. The subscriber must first settle all outstanding accounts in order to avail of the Services and prevent the temporary disconnection (meaning, no incoming and outgoing calls and SMS) or permanent disconnection (i.e. cancellation of account) of the Services. Any redirection or disconnection of Service shall be effected without need of prior notice and liability to DIGITEL.

Billing and Payment Terms

- a. The subscriber shall be liable for all calls, data service transactions and VAS made through the DIGITEL line as well as all incoming collect and/or chargeable services terminating to his/her line. Subscriber understands and agrees that for Services availed of which involve other networks or providers, the charges and/or fees for the same may not be readily available. Forgoing notwithstanding, Subscriber agrees to pay for the same when they become due.
- b. The subscriber agrees to pay all charges specified in the monthly billing statement on or before the due date specified therein. Failure or refusal of the Subscriber to pay any outstanding charges before the due date shall entitle DIGITEL to charge applicable interest and/or penalties, as well as to exercise its right, even without prior notice, to effect a redirection or disconnection of Services without any liability to DIGITEL. Payments shall be applied first to charges in arrears, including interest and penalties and the balance, if any, will be applied to the current obligation. Payments may be made at any of The Sun Shops, DIGITEL Business Centers or accredited payment facilities.
- c. Should the subscriber contest any charges appearing on a billing statement he/she must file a complaint with the SunTel Customer Service within forty-five (45) calendar days from receipt of the Statement. Failure of the subscriber to file a complaint within said period shall be deemed an acceptance of the accuracy and correctness of the billing statement and waiver on his/her part to contest any charges or perceived inaccuracies appearing therein. Subscriber shall still pay the amount billed under protest while the contested charges are being investigated. Any excess or erroneous charging shall be credited in the next billing statement at the option of DIGITEL.
- d. The monthly billing statement shall be delivered to the subscriber at his/her billing address. In case the subscriber fails to receive the billing statement, it shall be the subscriber's responsibility to inquire and be informed of his/her outstanding fees and/or charges through the SunTel hotline: 395-8000 or any of The Sun Shops or DIGITEL Business Centers, and to pay the outstanding charges without further demand on or before the due date.
- e. The subscriber must inform DIGITEL in advance and in writing of any changes in billing address. Failure to do so shall free DIGITEL from any liability arising from the subscriber's failure to receive and pay his/her bill.

Equipment

- a. All terminal equipment used by the subscriber to connect to the Services should be compatible with DIGITEL's network and systems infrastructure and should be authorized by DIGITEL, in writing prior to use. The subscriber shall not utilize, install and/or connect any unauthorized equipment to gain access and/or avail of any of the Services or to any part of the DIGITEL provided equipment and/or facilities without prior written permission from DIGITEL. Upon determination by DIGITEL of a violation of the provision, subscriber agrees to pay DIGITEL the amount of P100,000.00 as and by way of exemplary damages and DIGITEL shall have the right, without need of prior notice, to immediately disconnect the Services, pull-out all DIGITEL provided equipment and facilities and confiscate any such unauthorized equipment.
- b. Any handset/equipment provided by DIGITEL to the Subscriber arising from his/her SunTel Wireless Landline subscription is locked to the DIGITEL network and is to be used exclusively with a SunTel Wireless Landline SIM Card. The Subscriber shall be responsible for the repair and maintenance of his/her mobile telephone handset. Any handset defect shall be subject to the applicable warranty terms and conditions of the handset manufacturer.
- c. In cases where the Subscriber's handset/equipment and/or SIM card are lost or stolen, the Subscriber must inform DIGITEL of the same through the SunTel hotline: 395-8000 as soon as possible. However, it is understood that the Subscriber shall be liable for all charges made on his/her line until the time that the Subscriber reported the loss. DIGITEL shall have no obligation to replace any lost, stolen or damaged telephone handset.

Subscriber's Obligations

- a. It is the subscriber's responsibility to secure, safe keep and maintain in good working condition all DIGITEL provided equipment/facilities, as well as his/her PIN codes. DIGITEL shall not be liable in cases where other people other than the subscriber are able to access their lines.
- b. The subscriber shall not assign or transfer any rights or obligations arising from this Agreement nor shall he/she sell, pledge or mortgage the DIGITEL provided equipment/facilities without the prior written consent of DIGITEL. Any transaction involving this Agreement or any equipment or facilities provided for by DIGITEL made without DIGITEL's prior written consent shall be null and void and shall likewise cause the permanent disconnection of the Services without need of prior notice.
- c. The Service shall not be used for any improper, fraudulent, illicit or mischievous purpose or for any type of activity/service that is not expressly authorized in writing by DIGITEL, is in violation of DIGITEL policies or procedures, or is prohibited under Philippine law. Unauthorized activity/service include but is not limited to, International Simple Resale (ISR), Call Back and any other analogous services, or any alternative calling procedure which bypasses the DIGITEL network and/or prevents DIGITEL from imposing and/or collecting the applicable legal charges. The Service shall likewise not be used to violate any system, network or account security, including but not limited to: (i) circumvention of user authentication or security or any host, network or account, including but not limited to, accessing data or logging into a server or account which the User is not authorized to access or log into, or probing the security or other systems or networks and that of DIGITEL; or (ii) interfering with the service of any user, host or network including but not limited to, attempts to "flood" a network, overload a service or "crash" a host. Should DIGITEL find that the Service is being used in any of the foregoing activity/service, DIGITEL may, without need of prior notice and liability to DIGITEL, terminate and permanently disconnect the Service. The Subscriber agrees to indemnify and hold DIGITEL free and harmless from any cause of action, liability, damages or claim arising from Subscriber's actions and/or omissions and/or from DIGITEL's disconnection of the Service.

In the event that the Service was used for any illegal or unauthorized activity as determined solely by DIGITEL, the Subscriber shall pay 150% of the appropriate revenue that DIGITEL should have collected. Subscriber shall also be liable for all other claims by DIGITEL's interconnect partners affected by the illegal or unauthorized activity.
- d. It is hereby agreed that the historical data concerning calls from or to the terminal unit/instrument, e.g. the day such calls were made/received and/or the duration thereof, are within the exclusive domain of DIGITEL which it may use for any legal intents and purposes as it may see fit. DIGITEL may, upon lawful order of a competent authority or at its sole discretion, reproduce or disclose any such data without the knowledge or consent of or even against the will of the subscriber. The subscriber shall hold DIGITEL or its directors, officers and employees free and harmless from any cause of action, liability or claim by reason of or in connection with the reproduction or disclosure of such data.
- e. All services and/or transactions made from or terminating to as well as any equipment installed and/or connected to subscriber's DIGITEL line are presumed to have made or consented to by the subscriber. Subscriber shall therefore be liable for all charges, fees, taxes and penalties arising from or as a consequence of the foregoing unless proven through sufficient documentary evidence.
- f. In case of voluntary termination of Subscriber's line, a written request for termination must be submitted to DIGITEL. DIGITEL policies on termination of subscription shall apply including, but not limited to, the payment of all accrued/outstanding charges and pre-termination fees, if applicable. In the absence of such written request for termination, it is understood that subscription to SunTel Wireless Landline Services continues and remains valid and that DIGITEL shall have the right to

continue charging and Subscriber shall continue to be liable for all applicable fees, including but not limited to the Monthly Service Fee regardless of whether Services were availed of.

Barring / Disconnection of Services

- a. Upon subscriber's breach of his/her credit limit or failure or refusal to pay all outstanding charges before the due date or violation of any of these terms and conditions and/or DIGITEL policies and procedures, DIGITEL may exercise its right, even without prior notice, to avail of any of the following remedies to wit: (i) barring of access to some Services (no NDD or IDD access or no outgoing calls/VAS); (ii) temporary disconnection of Services (suspension of access to all Services); or (iii) permanent disconnection of Services (termination for subscriber's account).
- b. Should the Services be redirected or temporarily disconnected by DIGITEL for any reason, the Subscriber shall still be liable for all applicable charges and/or fees, including but not limited to the Monthly Service Fee, etc., during the period of Service redirection or disconnection.
- c. A service that has been redirected shall escalate to a temporary disconnection should the Subscriber fail to settle all outstanding charges. A temporary disconnection shall become permanent should the Subscriber fail to settle his/her account within a period of thirty (30) days from the date when the temporary disconnection was implemented.
- d. Any barring, temporary or permanent disconnection of service shall be without prejudice to DIGITEL's right to recover all amounts due from the subscriber and avail itself or any remedies under the law. Neither DIGITEL nor its directors, officers and employees shall be liable for any liability, loss or damage caused or arising from the barring, temporary or permanent disconnection of the services.
- e. In case of delinquency in any or all of the existing or subsequent lines/accounts under the Subscriber's name, DIGITEL has the right to disconnect any or all of said lines/accounts, regardless of whether the disconnected lines/accounts are current or active in status.

Termination

Subscriber agrees to keep and maintain his/her SunTel Wireless Landline subscription active for a period of at least 3/24/30 months (referred to as the "Holding Period") starting from the date of activation of his/her subscription. Should Subscriber pre-terminate the subscription or should the subscription be permanently disconnected by DIGITEL for any cause as provided for herein before the expiration of the Holding Period, Subscriber shall pay DIGITEL a pre-termination fee as follows:

For those under 24 months Holding Period	Pre-termination Fee
Active SunTel subscription for 12 months or less	Handset Solo Price + P7,500.00
Active SunTel subscription for more than 12 months	Handset Solo Price + P5,000.00
For those under 30 months Holding Period	
Active SunTel subscription for 15 months or less	Handset Solo Price + P9,500.00
Active SunTel subscription for more than 15 months	Handset Solo Price + P6,500.00

For Line Only subscription (where no handset is availed), an administrative fee of P1,000.00 shall be charged if the subscription is terminated within 3 months from release/claim of the SunTel SIM. Handset Solo Price refers to DIGITEL's list price of the handset at the time of activation or renewal of subscription.

Payment of the pre-termination charge shall however be without prejudice to the collection of all accrued charges up to the time of pre-termination. The subscriber shall be furnished with a final statement of account, which shall be due and demandable upon receipt. An account shall be considered closed only upon full payment of all charges.

Downgrading

Subscriber agrees not to downgrade his/her subscription plan at any time before the expiration of the Holding Period. Should he / she downgrade within the Holding Period, Subscriber shall pay the Handset Solo Price plus a service fee as determined solely by DIGITEL.

Miscellaneous

- a. DIGITEL shall not be liable for any direct, indirect, consequential, or other damages or losses resulting from the use or failure of the DIGITEL Service, or for any loss, damage, theft, or misuse of the DIGITEL equipment and facilities which have been provided as part of the DIGITEL Service.
- b. Except as otherwise provided herein, DIGITEL does not expressly or impliedly warrant the reliability, accuracy, condition or merchantability of the information or communication provided or accessed through the DIGITEL Service for any particular use or purpose. Furthermore, DIGITEL does not warrant that the Services shall at all times be available, uninterrupted, error free or conform to any reliability or performance standards. Subscriber further agrees that SunTel Services are available only in areas where SunTel has network coverage. DIGITEL reserves the right to amend these terms and conditions at any time, with or without prior notice.
- c. These terms and conditions shall be constructed in accordance with the laws of the Republic of the Philippines. All suits involving the DIGITEL Service shall be filed exclusively with the proper courts of Quezon City, Metro Manila, Philippines.