

This is an agreement between the undersigned, hereinafter known as the "Subscriber", and "Buena Vista Cable Television Inc., hereinafter known as (BCATVI)". Signature on this agreement or use of the Service indicates that subscriber accept these terms.

1. Subscriber shall abide by all the terms of all BCATVI policies.

2. Contract duration is 12 to 24 months as specified in the Service Order. In case client unable to complete the contract term agreement, a pre-termination charge of Php5,000 (Five Thousand Pesos) shall be charged to the client along with any unpaid charges on his last bill. Contract shall be automatically extended for the same period unless subscriber submits a written request for termination of the service.

3. BCATVI may terminate/suspend subscriber's connection 1.) due to subscriber's nonpayment of services; 2.) if BCATVI determines that subscriber fails to comply with the terms stipulated in this agreement; 3.) or, if subscriber has been found to give false information to BCATVI upon applying for the service.

4. Additional Charges: Subscriber is subject to additional charges including but not limited to, installation, reactivation fee and transfer to another address (billable labor charges). The following shall be charged upon installation.

Installation fee	:	2,500.00
1 month advance	:	equivalent to monthly Subscription fee and consumable on the last month of subscription

5. SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. NEITHER BCATVI NOR ANY LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES BCATVI, THEIR AGENTS EMPLOYEES MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. BCATVI, its EMPLOYEES, AFFILIATES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, AND ASSIGNS SHALL NOT BE RESPONSIBLE FOR LOSS OF ANY SOFTWARE, HARDWARE OR DATA, IN WHATEVER FORM STORED ON ANY COMPUTER EQUIPMENT ONTO WHICH A CABLE MODEM AND ASSOCIATED EQUIPMENT IS INSTALLED. IT IS THE SUBSCRIBER'S RESPONSIBILITY TO BACK UP ANY AND ALL DATA, AND SOFTWARE PRIOR TO THE INSTALLATION OF THE CABLE MODEM AND ASSOCIATED EQUIPMENT.

6. BCATVI shall not be liable to Subscriber for any damages arising from any event that is out of the control of BCATVI. BCATVI shall not be liable for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including but not limited to, lost profits, or for the loss of data or information or any kind, however caused and arising out of or in connection with the performance of BCATVI or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not BCATVI has been made aware of the possibility of such damages.

7. Subscriber expressly acknowledges that the bandwidth provided by BCATVI is a shared service. Any quoted bandwidth rating or transfer rate for the Service is a maximum rate and is not guaranteed continuously. BCATVI reserves the right to manage its Networks to provide for maximum efficiency. Due to the demands of the Internet, the limitations of other networks that comprise the Internet and Subscriber's equipment limitations, the maximum speeds may be available but only on a burst basis and service may not be continuous.

8. BCATVI permits IP traffic only. Other protocols are prohibited without prior arrangement.

9. Subscriber hereby certifies that he or she will not use this service to conduct any illegal activity including but not limited to violations of the Republic Act 8792 or the E-Commerce Law.

10. Subscriber hereby indemnifies and will hold harmless, BCATVI, its successors and assigns, from any and all copyright, trademark, patent or any other legal liability arising out of the use of this service.

11. Account holder owned equipment:

Subscribers may purchase cable modems from BCATVI or from other sources.

BCATVI cannot and does not guarantee that any cable modem that is not purchased from BCATVI will work properly within the BCATVI cable system. BCATVI will offer reasonable assurances that modem purchased from BCATVI will work in certain areas of the system.

Before purchasing a modem from BCATVI, subscriber must check with subscriber local office to determine if subscriber cable modem will work at subscriber residence.

13. Breach of this Agreement by Subscriber may result in immediate termination of services in addition to liability for any and all damages, including attorney fees and costs

14. Leased Equipment: Subscriber may have been issued a cable modem and associated equipment for subscriber own use as Subscriber in good standing with BCATVI. The cable modem and associated equipment is the property of BCATVI and may not be relocated from the Subscriber's address without consent of BCATVI. If any service with BCATVI is terminated for any reason, subscriber must immediately return the modem and associated equipment in an undamaged condition to BCATVI at the nearest BCATVI office. If the modem and associated equipment is not immediately returned upon termination, subscriber will be assessed a charge of the current retail value of the equipment plus collection costs. The modem due to damage shall only be replaced once. Otherwise the subscriber shall be charged with a modem replacement fee.

15. Responsibility for equipment: From the time of leased cable modem and associated equipment is provided until it is returned, subscriber is responsible for it. If it is lost, stolen or damaged under any circumstances after it is provided until it is returned, regardless of fault, subscriber shall be responsible for all charges, including labor costs, to replace or repair the cable modem and associated equipment.

16. The subscriber agrees to allow BCATVI or any of their respective agents or authorized representative, reasonable access to the Subscriber's premises whenever necessary for the purpose of inspection, maintenance or repossession of the equipment.

17. Subscriber shall use reasonable efforts to minimize unnecessary network traffic and interference with the work of other users of interconnected networks. BCATVI reserves the right to terminate service, if in BCATVI's sole determination the subscriber utilizes excessive bandwidth.

18. Subscribers solely responsible for limiting access to objectionable materials, which may be on the Internet. BCATVI takes no responsibility or liability to unauthorized viewing of said materials by minors or any other person.

19. This agreement is and shall be governed by and construed to accordance with the E-Commerce law of the Philippines applicable to agreements made and performed in the Philippines. Any cause of action of a Subscriber or its designated user with respect to the Service must be instituted within one year after the claim or cause of action has arisen or is barred.

Subscriber agrees that in all matters relating and concerning any of these terms and conditions where any question or dispute or difference shall, as far as practicable, be settled in good faith by the parties. In case such question difference or dispute is not settled amicably, a party may institute the appropriate action and file the same only with proper courts of Antique, Philippines, the Subscriber hereby waiving any other venue.

20. BCATVI shall not be liable for any failure or delay in performance that is due to acts of God, acts of civil or military authorities, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond their reasonable control.

21. The Service is provided to the named Subscriber for the private non-commercial use. The subscriber shall not assign nor transfer its rights or obligations with respect to the service without consent of BCATVI.

By signing below acknowledge that I have read this Agreement, agree to be legally bound by it and certify that I am of legal age.

Conforme:

Signature over Printed Name of Subscriber

Date Signed: