

### PERSONAL INFORMATION (FOR RESIDENTIAL)

Application Type: ☐ Residential ☐ Commercial Date: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth (MM/DD/YY): \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Gender: ☐ Male ☐ Female Civil Status: ☐ Single ☐ Married ☐ Separated ☐ Widow

Full Mother's Maiden Name: \_\_\_\_\_ Name of Spouse (if married): \_\_\_\_\_

Nationality: \_\_\_\_\_ Mobile No./Tel. No.: \_\_\_\_\_ E-mail Add: \_\_\_\_\_

### BUSINESS INFORMATION (FOR COMMERCIAL)

Business Name: \_\_\_\_\_ Industry: \_\_\_\_\_ T.I.N.: \_\_\_\_\_

Company's Authorized Representative: \_\_\_\_\_ Gender: ☐ Male ☐ Female Department: \_\_\_\_\_

Company ID No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_ Landline No.: \_\_\_\_\_ E-mail Add: \_\_\_\_\_

### ELECTRONIC BILL INFORMATION

The electronic Statement of Account and other notices via email and SMS shall apply the same legal effects, validity and enforceability.

Primary E-mail Address: 1. \_\_\_\_\_ Primary Mobile No.: \_\_\_\_\_

Secondary E-mail Address: 2. \_\_\_\_\_ Secondary Mobile No.: \_\_\_\_\_

For any changes on the information mentioned above, kindly visit us at <https://account-update.convergeict.com> For ways of payment, kindly visit our website - [www.convergeict.com](http://www.convergeict.com)

### SERVICE ADDRESS

#### RESIDENTIAL

Home Ownership: ☐ Owned ☐ Living with Relatives ☐ Mortgaged ☐ Rented Company-paid ☐ No ☐ Yes (Please attach Guarantee Letter)

Years of Residency: \_\_\_\_\_ Name of Lessor/Owner: \_\_\_\_\_ Contact No/s.: \_\_\_\_\_

House/Room No. /Floor: \_\_\_\_\_ Apartment/Compound/Building: \_\_\_\_\_ Street: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Barangay: \_\_\_\_\_ Municipality/City: \_\_\_\_\_

Province: \_\_\_\_\_ Zip code: \_\_\_\_\_

#### COMMERCIAL

Room No. /Floor: \_\_\_\_\_ Compound/Building: \_\_\_\_\_ Street: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Barangay: \_\_\_\_\_ Municipality/City: \_\_\_\_\_

Province: \_\_\_\_\_ Zip code: \_\_\_\_\_

### PRODUCTS AND SERVICES

#### RESIDENTIAL

##### FIBERX

PLAN	SPEED	MONTHLY SERVICE FEE (MSP)
<input type="checkbox"/> FIBERX 1500	Up to 200 Mbps	Php 1,500
<input type="checkbox"/> FIBERX 2000	Up to 400 Mbps	Php 2,000
<input type="checkbox"/> FIBERX 2500	Up to 600 Mbps	Php 2,500
<input type="checkbox"/> FIBERX 3500 XCLSV	Up to 800 Mbps	Php 3,500
<input type="checkbox"/> FIBERX 7499 XCLSV	Up to 1 Gbps	Php 7,499

##### TIME OF DAY

PLAN	DAY (7:00AM - 6:59PM)	NIGHT (7:00PM - 6:59AM)	MONTHLY SERVICE FEE (MSP)
<input type="checkbox"/> Time of Day 1699	Up to 400 Mbps / 200 Mbps	Up to 200 Mbps / 400 Mbps	Php 1,699
<input type="checkbox"/> Time of Day 3000	Up to 800 Mbps / 600 Mbps	Up to 600 Mbps / 800 Mbps	Php 3,000

##### OTHER INTERNET PACKAGE

- Options for outright install fee payment of Php 2500 and staggered at Php 125/24-mos. for FiberX Plans 1500, 2000, 2500 and Time of Day Plans 1699 and 3000.
- 50% discount on install fee with options of outright at Php 1250 and staggered at Php 125/12-mos. for Plan FiberX 3500 and FiberX 7499.
- May require advance payment (1-month service fee) in selected areas.
- FiberX 3500 and 7499 is subject to application validation and approval.
  - Approved FiberX 3500 applications come with Free Linksys Mesh Dual Band 2-pack AC2600
  - Approved FiberX 7499 applications come with Free Linksys Mesh Wi-Fi 6 2-pack AX4200
- Setup Fee for FiberX GameChanger plans start at P1,000 (Optional service via Geek Squad).
- 30% minimum speed at 80% service reliability.

##### GAMECHANGER

PLAN	SPEED	MONTHLY SERVICE FEE (MSP)
<input type="checkbox"/> PRO ENTRY	Up to 400 Mbps	Php 2,500
<input type="checkbox"/> PRO MID	Up to 600 Mbps	Php 3,000
<input type="checkbox"/> PRO HIGH XCLSV	Up to 800 Mbps / 600 Mbps	Php 3,500
<input type="checkbox"/> ELITE XCLSV	Up to 800 Mbps	Php 5,000

- Gamechanger plans come with High Prioritization feature and gaming routers.
- ASUS RT-AX82U router for Plan Pro Entry, Mid and High
- ASUS ROG Rapture GT-AX6000 Gaming router for Plan Elite.

##### HomeBase

PLAN	SPEED	MONTHLY SERVICE FEE (MSP)
<input type="checkbox"/> HomeBase Plan 1899	up to 300 Mbps	Php 1,899
<input type="checkbox"/> HomeBase Plan 1500	up to 200 Mbps	Php 1,500

- All rates are VAT inclusive.
- Each plan has a 24-month lock-in period.
- Installation fee of Php 2,500 applies to all plans, can be paid outright (before installation) or via installment scheme (charged to your monthly bill).
- No security deposit required.
- Dynamic IP address is provided for all HomeBase packages.

##### Installation Fee

- ☐ OUTRIGHT Php 2,500 (paid before installation)
- ☐ STAGGERED Php 3,000 (Php 125 x 24 months charged to your bill)

Others: \_\_\_\_\_

##### Special Instructions:

An admin Fee of Php 500.00 is charged for staggered payment option.

##### ADD-ON STREAMING SERVICE

☐ VISION 99 ☐ VISION 299

Installation Fee outright payment of Php 2,800 or installment of Php 150 per month for 24 months.

#### COMMERCIAL

##### flexiBIZ DAYTIME

PLAN	PEAK TIME (7:00AM - 6:59PM) SPEED	NON-PEAK TIME (7:00PM - 6:59AM) SPEED	MONTHLY SERVICE FEE (MSP)
<input type="checkbox"/> flexiBIZ DAY 300	up to 300 Mbps	up to 150 Mbps	Php 15,000
<input type="checkbox"/> flexiBIZ DAY 200	up to 200 Mbps	up to 100 Mbps	Php 12,000
<input type="checkbox"/> flexiBIZ DAY 150	up to 150 Mbps	up to 75 Mbps	Php 8,000
<input type="checkbox"/> flexiBIZ DAY 120	up to 120 Mbps	up to 60 Mbps	Php 6,000
<input type="checkbox"/> flexiBIZ DAY 80	up to 80 Mbps	up to 40 Mbps	Php 4,000
<input type="checkbox"/> flexiBIZ DAY 50	up to 50 Mbps	up to 25 Mbps	Php 2,000

##### flexiBIZ PEAK

PLAN	PEAK TO PEAK SPEED	MONTHLY SERVICE FEE (MSP)
<input type="checkbox"/> flexiBIZ PEAK 300	up to 300 Mbps	Php 18,000
<input type="checkbox"/> flexiBIZ PEAK 200	up to 200 Mbps	Php 15,000
<input type="checkbox"/> flexiBIZ PEAK 150	up to 150 Mbps	Php 11,000
<input type="checkbox"/> flexiBIZ PEAK 120	up to 120 Mbps	Php 8,000
<input type="checkbox"/> flexiBIZ PEAK 80	up to 80 Mbps	Php 6,000
<input type="checkbox"/> flexiBIZ PEAK 50	up to 50 Mbps	Php 3,000

- There will be no security deposit required for all flexiBiz plans.
- Installation fee of Php 5,000 applies to all plans with payment options of outright or staggered.
- All prices are VAT inclusive.

1 Public IP per account for an additional Php 700 on top of your monthly fee (for flexiBIZ Peak plans only).

Public IP: ☐ Yes ☐ No

##### Installation Fee

- ☐ OUTRIGHT \_\_\_\_\_
- ☐ STAGGERED (24months) \_\_\_\_\_

Others: \_\_\_\_\_

##### Special Instructions:

### DOCUMENTS ATTACHED

#### MANDATORY REQUIREMENTS

##### RESIDENTIAL

- ☐ Government-issued ID
- ☐ Proof of billing (2 months latest)
- ☐ Proof of income (3 months latest) (Only 400Mbps and up)
- If rented
- ☐ Lease contract or Endorsement from lessor

- ☐ Government Issued ID with 3 specimen signature

FOR SINGLE PROPRIETOR

☐ Business Permit/ Mayor's Permit/ Barangay Clearance

☐ DTI Registration copy/BIR/COR

For HomeBase Application

☐ Photo of establishment

☐ Barangay Business Clearance

##### COMMERCIAL

- ☐ Government Issued ID of Representative with 3 specimen signature

FOR PARTNERSHIP/CORPORATION

☐ Business Permit/ Mayor's Permit/ Barangay Clearance

☐ SEC Registration Copy

☐ Corporate Secretary's certificate (as required)

For HomeBase Application

☐ Photo of e-Commerce account page

FOR FOREIGN EMBASSY

☐ Authorized Letter from Ambassador

☐ Proof of Identification from Authorized Signatory

FOR GOVERNMENT ENTITY

☐ Notarized Certificate of Funds Available, Signed by the Budget Office or Auditor

☐ Proof of Budget Allocation signed by the City/Municipal Treasurer or Agency Treasurer

Where did you learn about our offer: ☐ Billboard / ☐ Leaflets / ☐ Radio / ☐ TV / ☐ Internet / ☐ Friend Referrals / Others \_\_\_\_\_

Did you switch from a previous internet provider? ☐ Yes ☐ No If yes, who is your previous ISP? \_\_\_\_\_

This portion is to be filled-out by customer service representative.

Account No.: For Internet: \_\_\_\_\_ O.R No. \_\_\_\_\_

Special Instruction: \_\_\_\_\_ Salesman code: \_\_\_\_\_

Your privacy is important to us and we are committed to protect and respect your privacy. To view the Privacy Notice, you may refer to [www.convergeict.com/privacy-notice/](http://www.convergeict.com/privacy-notice/)

☐ I have read, understood, and agree to conform to the terms and conditions of the Agreement. ☐ I agree to the collection, processing, storage, and disclosure of my data in line with the Privacy Notice.

☐ I understand that the Privacy Notice is subject to change. ☐ I allow Converge ICT Solutions Inc. to contact me for marketing and promotional communications.

For questions, complaints, comments, and requests related to the privacy of your personal information, please contact: Data Privacy Management Office - Converge ICT Solutions Inc. (02) 8667 0888 local 4250 • [privacy@convergeict.com](mailto:privacy@convergeict.com)

### UNDERTAKING

I hereby subscribe to the Internet Service of Converge ICT Solutions, INC., subject to my payment of Installation & Equipment Fee and One month advance payment which are non-refundable in the event that my subscription is pre-terminated prior to the completion of the agreed prescribed terms after initial installation. I agree that my subscription herein is intended based on my subscription terms and conditions as stipulated in the attached TERMS AND CONDITIONS form. I further agree that all equipment installed in my designated address shall not be transferred to any other location and shall remain the property of Converge and in the event of disconnection will be voluntarily surrendered to Converge without the need of any demand.

Subscriber's Signature over Printed Name \_\_\_\_\_



TERMS AND CONDITIONS

Converge ICT Solutions, Inc.'s (hereinafter referred to as "Converge") provisioning of a fiber internet service (hereinafter referred to as the "Service") shall be governed by the following terms and conditions (hereinafter referred to as the "Agreement");

- 1. This Agreement** shall take effect upon credit approval and receipt of payment of all application and other fees, as well as an amount equivalent to one month Monthly Service Fee representing advance payment for the first month of subscription (the "Advance Payment"), and shall remain effective until the Service is terminated for any reason whatsoever, without prejudice to the continued subsistence of other subscriptions/accounts of Subscriber that avail of the Service. The Service shall begin on the Service Commencement Date as defined in Section 5 and shall be effective for twenty-four (24) four months thereafter (the "lock-in period"), unless pre-terminated in accordance with Section 19. After the lock-in period, and if the Service has not yet been pre-terminated, the Service shall be automatically renewed and continue indefinitely on a month-to-month basis under the same terms and conditions of this Agreement and subject to the continued payment of the Monthly Service Fee, until terminated by either or both of the Parties. Converge reserves the right to amend, change or modify the applicable rates.
- 2. Converge shall** cause the installation and connection of the Optical Network Unit (ONU) - with one (1) activated port and one (1) private IP address (1 public IP for IBIZ only) - and/or peripherals as soon as reasonably practicable after credit approval and receipt of payment of all fees and the Advance Payment for the Service.
- 3. Converge shall** provide the Subscriber with the necessary equipment and peripherals for Service access as stated in the delivery and acknowledgement receipt issued to the Subscriber. These equipment and peripherals shall at all times remain property of Converge.
- 4. Additional Installation Charges.** In certain instances, the Subscriber shall pay for additional charges to cover materials and labor for non-standard installations, depending on the length of the fiber optic cable and other factors.
- 5. Service Commencement Date & Start of Billing.** The Service shall be activated upon acceptance by the Subscriber. The Service is deemed accepted after 24 hours of testing, if there is no service issue raised by the Subscriber. The day of activation shall be the Service Commencement Date for each Service. Billing will commence on the following day after the date of activation. Electronic Statement of Account will be sent to Subscriber's active email provided during the application process or such other email address provided to Converge by the Subscriber, as well as via SMS.
- 6. Billing and Payment.** Converge shall bill the Subscriber the Monthly Service Fee and other charges, which must be paid in full by the Subscriber on or before the Due Date indicated in the Statement of Account as sent to Subscriber's email address. Statement of Account will be sent through email and SMS. Should Subscriber fail to receive the Statement of Account for whatever reason, he agrees to call and inform Converge's Customer Service Hotline +63 2 8667 0850 or access the electronic file or site which may be provided by Converge for this purpose from time to time, otherwise, it shall be conclusively presumed that Subscriber has received the Statement of Account in due course. Subscriber acknowledges that Converge has advised him that Converge may suspend the Service in case of Subscriber's failure to pay any bill on or before the specified Due Date. Converge shall bill the Subscriber at monthly intervals but reserves the right to alter the date of billing or interval billing.
- 7. Billing Disputes.** If Subscriber in good faith disputes any portion of Converge's Statement of Account, Subscriber shall submit to Converge, within fifteen (15) days from receipt of the Statement of Account, full payment of the undisputed portion of the Statement of Account and written documentation identifying and substantiating the disputed amount. If Subscriber does not report a dispute within the said fifteen (15) day period, Subscriber shall irrevocably waive his dispute rights for that Statement of Account and the billing shall be deemed to be correct and final. Any disputed amount resolved in favor of Subscriber shall be credited to Subscriber's account in the next Statement of Account. Any disputed amount determined to be payable to Converge shall be due within seven (7) days of notification of the resolution of the dispute. If Subscriber withholds the disputed amount thereafter, or within the time required, fails to provide supporting information in writing that sets out a legitimate basis under this Agreement for disputing any charges, Subscriber's account shall be deemed to be past due and unpaid. In such event, Converge shall be entitled to pursue any and all legal remedies provided in this Agreement and by law, including suspension or disconnection of Service.
- 8. Penalties.** Converge shall charge late payment penalty equivalent to \_\_\_\_% per month for all accounts not paid by the Due Date. In determining the penalty, a fraction of a month shall be considered as one (1) month.
- 9. Converge hereby** makes it clear to the Subscriber that the Service provided under this Agreement is purely for the use applied for. Converge reserves the right to determine if actual use is consistent with the use applied for. Any use of the Service provided contrary to what was applied for, in any form or manner whatsoever, is strictly prohibited. Converge reserves the right without need of demand or notice to automatically disconnect the Service provided. If the Subscriber violates the foregoing, without prejudice to forfeiting all sums received from the Subscriber and claiming additional damages in accordance with the provisions of this Agreement.
- 10. Converge shall** not be responsible for failure or omission of its Service due to any cause 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. The Subscriber agrees that in such cases, the operation of this Agreement and delivery and rendering of the Service, so far as necessary, may be suspended or terminated as the case may be, even without notice, without liability for loss and damage, it being understood that the cause of such interruption shall be remedied, if possible, with all necessary dispatch at the earliest practicable time. In the cases mentioned above, Converge shall not be liable for any loss or damage suffered by the Subscriber, unless such loss or damage is caused by the willful or grossly negligent act or omission of Converge's employees or agents which liability shall not exceed the amount of the Monthly Service Fee of the Subscriber as may be proven in a court of law.
- 11. The Subscriber** holds Converge free from any responsibility for any loss or damage resulting from the failure of the Service caused by a malfunction of the Converge network or ONU or its Peripherals for any reason whatsoever. Notwithstanding any other provision of this Agreement, Converge will not for any reason be liable for any indirect, incidental, consequential, punitive, special or other similar damages, and out-of-pocket expenses, including but not limited to damages resulting from loss of actual or anticipated revenues or profits, or loss of business, data or good will.
- 12. The rights and privileges** extended to Subscriber in relation to the subscription including the ONU and its Peripherals are purely personal to the Subscriber and shall not be transferred to any individual or entity or to any other location, without obtaining the prior written consent, approval and clearance from Converge. Any such transfer of rights and/or location without the prior written consent of Converge shall be void regardless of receipt by Converge of the Monthly Service Fee and other charges from the supposed transferee. If approved, any transfer of ownership shall be subject to the payment of change of account ownership fee at the rate prevailing at the time of the request for transfer, and to compliance with other relevant policies and guidelines as may be issued by Converge from time to time.
- 13. Relocation.** If the Subscriber will transfer residence/location, he may apply for relocation and will be charged the relocation fee prevailing at the time of relocation to cover for expenses of dismantling equipment from his current residence and re-installing to the new residence. If relocation is not within service coverage, the Subscriber's subscription, if still within the lock-in period, is deemed pre-terminated in accordance with Section 19 and the Subscriber must pay the full pre-termination fee. Application for transfer/relocation will only be allowed if the new address is within the Converge's service coverage and only if the Subscriber has no outstanding balance in the relevant account as of the current billing month and the other accounts of said Subscriber are in good standing, i.e. active status or no unsettled fees / unsurrendered ONU and/or Peripherals.
- 14. Changes in Service.** Converge reserves the right to make changes in the Service for technical and other reasons with due notice to the Subscriber. Subscriber agrees to pay all charges for changes in Service features he requests, including but not limited to reconnection, change of service package and change of ownership. Downgrade of plan/packages within the lock-in period shall be charged a downgrade fee at the rate prevailing at the time of request for downgrade; downgrade after the said period will be free of charge. Upgrade of plan/packages shall have no extra charge. No changes shall be effected until the appropriate fees/charges and adjustments are paid to Converge. All rates are subject to change even without prior notice to the Subscriber. The foregoing changes in Service shall only be allowed if the Subscriber has no outstanding balance in the relevant account as of the current billing month and the other accounts of said Subscriber are in good standing, i.e. active status or no unsettled fees / unsurrendered ONU and/or peripherals.
- 15. Repair and Maintenance.** Subscriber shall be entitled to free spare parts and service for non-performance of the ONU and/or Peripherals due to factory defects for the term of this Agreement. However, the cost of repair and maintenance of ONU and/or Peripherals as a result of damage due to the fault or negligence of Subscriber or due to force majeure shall be for the account of Subscriber, and shall be billed in Subscriber's next Statement of Account.
- 16. Loss or Damage Beyond Repair.** The Subscriber shall be liable should any ONU and/or Peripherals be damaged beyond repair or lost due to the Subscriber's acts or omissions, and Subscriber shall be charged the replacement value of the same as may be reflected in his next Statement of Account.
- 17. Suspension/Disconnection of Service**
- 17.1 The Subscriber** may apply for a Voluntary Temporary Disconnection (VTD) of Service for a minimum period of thirty (30) days up to a maximum of ninety (90) days, subject to payment of the VTD fee prevailing at the time of the application for VTD plus any outstanding balance in the relevant account (including pro-rated bill). The number of days in the VTD period applied for shall be added to the remaining subscription period. Only one (1) transaction for VTD per year is allowed. The Subscriber shall have thirty (30) days from the end of the VTD period applied for to apply for reactivation and pay the reactivation fee prevailing at the time of reactivation, failing in which shall cause the permanent disconnection of the Service for the relevant account, and the provisions of Section 19 shall apply.

**17.2 Disconnection.** Subscriber agrees that Converge may without prior notice disconnect the Service of any Subscriber whose bill remains unpaid after the specified Due Date. Subscriber also agrees that Converge may temporarily suspend the Service in any of the following instances:

**17.2.1 Violation** by Subscriber of the terms and conditions of this Agreement;

**17.2.2 Misrepresentation** or false statement by Subscriber in the application for Service;

**17.2.3 Illegal connection** or use of unauthorized equipment or accessories;

**17.2.4 Suspicious** fraudulent misuse or abuse of Service, ONU and/or Peripherals;

**17.2.5 Unauthorized** transfer of Service/location;

**17.2.6 Failure** to notify Converge of change in billing address;

**17.2.7 Other** analogous cause.
- Whenever the disconnection leads to eventual termination, the effects of such termination shall retroact to the date of disconnection for the purpose of computing pre-termination charges. Disconnection shall become permanent upon failure of Subscriber to correct or rectify the ground for discontinuance of Service within thirty (30) days from suspension of Service. Disconnection of Service shall not be construed as a waiver of the outstanding tariff, charges, penalties, and surcharges accruing on overdue bills. Subscriber agrees to hold Converge free and harmless from any liability and waives any action against the latter, which may arise as a result of such suspension or disconnection of Service.
- 18. Reconnection.** In the event of suspension or disconnection, Converge may at its option restore Service and/or rectify the cause of suspension upon payment of all outstanding obligations by Subscriber, including any and all applicable fees.
- 19. Termination of Service**
- 19.1 Subscriber** may terminate his subscription in writing by giving one (1) month prior notice for cancellation and by fully settling all his outstanding obligations with Converge up until the date of effectivity of the termination. If termination is made during the lock-in period, Subscriber shall pay a pre-termination fee in the amount of the full Monthly Service Fee multiplied by the number of the months remaining in the lock-in period or in such amount as may be prescribed by Converge from time to time in its sole but reasonable discretion upon prior written notice to all subscribers, as well as the Subscriber's pro-rated bill. In determining the unexpired period, a fraction of a month shall be considered as one (1) month. Subscriber shall also pay the permanent disconnection fee prevailing at the time of disconnection.

**19.2 Converge** may terminate the Service or this Agreement for non-payment or delay in payment of Subscriber's accountabilities in accordance with Section 17.2, or for violation by Subscriber of any provision of this Agreement, or for such other causes set forth in this Agreement. If termination is made during the lock-in period, Subscriber shall pay a pre-termination fee in the amount of the full Monthly Service Fee multiplied by the number of months remaining in the lock-in period or in such amount as may be prescribed by Converge from time to time in its sole but reasonable discretion upon prior written notice to all subscribers. In determining the unexpired period, a fraction of a month shall be considered as one (1) month.
- 20. Subscriber** possesses the ONU and/or Peripherals in trust for and on behalf of Converge (except such Peripherals offered to Subscriber on amortization basis, in which case, ownership of the same will transfer to Subscriber upon completion of amortization payments). In the event that the subscription is terminated for any reason whatsoever, or if Converge disconnects/terminates the Service or terminates use of ONU and/or Peripherals equipment for non-payment or delay in payment of Subscriber's accountabilities in accordance with Section 17.2, or for violation of the terms and conditions of this Agreement, or for such other causes set forth in this Agreement, Subscriber hereby authorizes Converge, its agents or representatives to enter the Subscriber premises where the ONU and/or Peripherals are installed, and allow Converge to pull out or remove such ONU and/or Peripherals.
- 21. Indemnification and Use of Service**
- 21.1 Subscriber** shall indemnify and hold harmless Converge, its affiliates, partners, directors, officers, employees, shareholders, agents and representatives from and against all claims, causes of actions, judgments, damages, expenses and liabilities arising from or in connection with (a) the use of Service by Subscriber other than as permitted by this Agreement, and (b) the content of material that Subscriber transmits through use of the Service including but not limited to, claims for defamation, invasion of privacy, disparagement and/or alleged violation of trademark of copyright.

**21.2 Subscriber** acknowledges that the Service is provided on an "as is" basis. CONVERGE, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS, AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE DATA OR INFORMATION AVAILABLE ON ITS SYSTEM, OR RESIDING ON OR PASSING THROUGH ITS INTERCONNECTING NETWORKS, OR THAT CONVERGE'S SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CONVERGE EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT POSSIBLE BY LAW.
- 22. In case of litigation** arising out of this Agreement, all suits shall be exclusively filed with the proper court of Pasig City only. Subscriber hereby expressly waives all claims to any other venues. Subscriber shall, in addition to the amount due and collectible, pay twenty-five percent (25%) of such amount as attorney's fee and an equivalent amount for cost of suit.
- 23. Miscellaneous**
- 23.1 This Agreement**, together with all attachments incorporated herein specifically by reference, represents the entire understanding of the Parties with respect to the subject matter hereof and all other agreements, whether written or oral, between the Parties relating to the Service shall be superseded by this Agreement. In entering into this Agreement, neither Party is relying upon any representation of warranties that are not set forth in this Agreement.

**23.2 Converge** reserves the right to transfer or assign its rights and obligations under this Agreement whether in part or in whole to any third party.

**23.3 Converge** reserves the right at its absolute discretion to modify, delete, or add to any of the terms and conditions of this Agreement without need of giving prior notice in writing to Subscriber.

**23.4 Separability Clause.** The Parties also agree that should any provision in this Agreement be declared void, invalid or ineffective for any reason whatsoever, the validity of the remaining provisions shall not be affected and shall continue to be binding.

**23.5 No waiver by Converge** of any breach of any term in this Agreement shall operate as a waiver of a breach of any other term or of a subsequent breach of the same term. Converge shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Subscriber.

You may also view the Service Terms & Conditions online at <https://www.convergeict.com/subscription-agreement/>

Subscriber's Signature over Printed Name

Date: \_\_\_\_\_

THIS PORTION IS FOR CONVERGE USE ONLY

AGENT'S INFORMATION

Name of Employee: _____	Contact no. / Email add: _____	Agent's Signature over Printed Name
Address: _____	Sales Group / Department - VOIP: _____	